

Hearing Date: November 28, 2016 at 3:00 p.m. (Prevailing Eastern Time)  
Objection Deadline: November 28, 2016 at 12:00 p.m. (Prevailing Eastern Time)

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*Proposed Counsel for William A. Brandt, Jr.*

*Chapter 11 Trustee*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

**In re:**

**CHINA FISHERY GROUP LIMITED (CAYMAN)  
*et al.*,**

**Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 16-11895 (JLG)**

**(Jointly Administered)**

<sup>1</sup>

The Debtors are China Fishery Group Limited (Cayman) ("CFGL"), Pacific Andes International Holdings Limited (Bermuda) ("PAIH"), N.S. Hong Investment (BVI) Limited ("NS Hong"), South Pacific Shipping Agency Limited (BVI) ("SPSA"), China Fisheries International Limited (Samoa) ("CFIL"), CFGL (Singapore) Private Limited ("CFGLPL"), Chanery Investment Inc. (BVI) ("Chanery"), Champion Maritime Limited (BVI) ("Champion"), Growing Management Limited (BVI) ("Growing Management"), Target Shipping Limited (HK) ("Target Shipping"), Fortress Agents Limited (BVI) ("Fortress"), Ocean Expert International Limited (BVI) ("Ocean Expert"), Protein Trading Limited (Samoa) ("Protein Trading"), CFG Peru Investments Pte. Limited (Singapore) ("CFG Peru Singapore"), Smart Group Limited (Cayman) ("Smart Group"), Super Investment Limited (Cayman) ("Super Investment") and Pacific Andes Resources Development Ltd. ("PARD").

**NOTICE OF APPLICATION OF THE CHAPTER 11 TRUSTEE FOR ORDER UNDER  
BANKRUPTCY CODE SECTION 327(a), BANKRUPTCY RULES 2014 AND 2016, AND  
LOCAL BANKRUPTCY RULES 2014-1 AND 2016-1 AUTHORIZING EMPLOYMENT  
AND RETENTION OF SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP AS  
COUNSEL NUNC PRO TUNC TO NOVEMBER 18, 2016**

**PLEASE TAKE NOTICE** that William A. Brandt, Jr., the Chapter 11 Trustee (the “Chapter 11 Trustee”) for the bankruptcy estate of CFG Peru Investments Pte. Ltd., hereby files the *Application Of The Chapter 11 Trustee For Order Under Bankruptcy Code Section 327(a), Bankruptcy Rules 2014 And 2016, And Local Bankruptcy Rules 2014-1 And 2016-1 Authorizing Employment And Retention Of Skadden, Arps, Slate, Meagher & Flom LLP As Counsel Nunc Pro Tunc To November 18, 2016* (the “Application”).

**PLEASE TAKE FURTHER NOTICE** that a hearing on the Application will be held before the Honorable James L. Garrity, United States Bankruptcy Judge for the Southern District of New York, in the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Courtroom 601, New York, New York 10004 (the “Bankruptcy Court”), on **November 28, 2016 at 3:00 p.m. (prevailing Eastern Time)** (the “Hearing”), or as soon thereafter as counsel may be heard.

**PLEASE TAKE FURTHER NOTICE** that responses or objections to the Application and the relief requested therein, if any, must be made in writing and (a) filed with the Bankruptcy Court no later than **12:00 p.m. (prevailing Eastern Time) on November 28, 2016** (the “Objection Deadline”) and (b) served so as to be actually received by the following parties by the Objection Deadline:

(i) counsel for China Fishery Group Limited (Cayman), *et al.*, Meyer, Suozzi, English & Klein, P.C., 990 Stewart Avenue, Suite 300, Garden City, New York 11530, Attn: Howard B. Kleinberg, Edward J. LoBello, Jil Mazer-Marino;

(ii) Office of the United States Trustee, U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, New York 10014, Attn: Susan Golden; and

(iii) proposed counsel for William A. Brandt, Jr., the Chapter 11 Trustee for the bankruptcy estate of CFG Peru Investments Pte. Ltd., Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York, New York 10036 Attn: Jay M. Goffman, and Skadden, Arps, Slate, Meagher & Flom LLP, One Rodney Square, P.O. Box 636, Wilmington, Delaware 19899-0636, Attn: Sarah E. Pierce.

**PLEASE TAKE FURTHER NOTICE** that unless a written objection to the Application, with proof of service, is filed with the Bankruptcy Court and a courtesy copy delivered to the Honorable James L. Garrity's chambers by the Objection Deadline, the Chapter 11 Trustee may, on or after the Objection Deadline, submit to the Bankruptcy Court an order substantially in the form of the proposed order attached to the Application, which order may be entered with no further notice or opportunity to be heard.

Dated: November 22, 2016  
New York, New York

/s/ William A. Brandt, Jr.  
William A. Brandt, Jr.  
Chapter 11 Trustee of the Debtor  
110 East 42nd Street  
Suite 1818  
New York, New York 10017

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*Proposed Counsel for William A. Brandt, Jr.*

*Chapter 11 Trustee*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

**In re:**

**CHINA FISHERY GROUP LIMITED (CAYMAN)**  
***et al.,***

**Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 16-11895 (JLG)**

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The Debtors are China Fishery Group Limited (Cayman) ("CFGL"), Pacific Andes International Holdings Limited (Bermuda) ("PAIH"), N.S. Hong Investment (BVI) Limited ("NS Hong"), South Pacific Shipping Agency Limited (BVI) ("SPSA"), China Fisheries International Limited (Samoa) ("CFIL"), CFGL (Singapore) Private Limited ("CFGLPL"), Chanery Investment Inc. (BVI) ("Chanery"), Champion Maritime Limited (BVI) ("Champion"), Growing Management Limited (BVI) ("Growing Management"), Target Shipping Limited (HK) ("Target Shipping"), Fortress Agents Limited (BVI) ("Fortress"), Ocean Expert International Limited (BVI) ("Ocean Expert"), Protein Trading Limited (Samoa) ("Protein Trading"), CFG Peru Investments Pte. Limited (Singapore) ("CFG Peru Singapore"), Smart Group Limited (Cayman) ("Smart Group"), Super Investment Limited (Cayman) ("Super Investment") and Pacific Andes Resources Development Ltd. ("PARD").

**APPLICATION OF THE CHAPTER 11 TRUSTEE FOR ORDER UNDER  
BANKRUPTCY CODE SECTION 327(a), BANKRUPTCY RULES 2014 AND 2016, AND  
LOCAL BANKRUPTCY RULES 2014-1 AND 2016-1 AUTHORIZING EMPLOYMENT  
AND RETENTION OF SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP AS  
COUNSEL *NUNC PRO TUNC* TO NOVEMBER 18, 2016**

TO THE HONORABLE JAMES L. GARRITY,  
UNITED STATES BANKRUPTCY JUDGE:

William A. Brandt, Jr., not individually but solely in his capacity as chapter 11 trustee (the “Trustee” or the “Chapter 11 Trustee”) of CFG Peru Investments Pte. Limited (Singapore) (“CFG Peru Singapore”), hereby makes this application (the “Application”) for entry of an order under section 327(a) of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rules 2014-1 and 2016-1 of the Local Rules for the United States Bankruptcy Court for the Southern District of New York (the “Local Rules”) authorizing the law firm Skadden, Arps, Slate, Meagher & Flom LLP (“Skadden, Arps” or the “Firm”) to serve as his counsel in the Chapter 11 Cases (as defined below), *nunc pro tunc* to November 18, 2016. In support of this Application, the Trustee respectfully represents as follows:

**JURISDICTION AND VENUE**

1. This Court has jurisdiction to consider this Application under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these cases and this Application in this district is proper under 28 U.S.C. §§ 1408 and 1409.

2. The legal predicates for the relief requested herein are Bankruptcy Code section 327(a), Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1.

**BACKGROUND**

3. On June 30, 2016 (the “Petition Date”), each of the debtors in the above-captioned cases (the “Debtors”), except PARD, filed voluntary petitions under Chapter 11 of the

Bankruptcy Code in this Court. On September 29, 2016, PARD filed its Chapter 11 bankruptcy case (collectively with the other Debtors' Chapter 11 cases, the "Chapter 11 Cases").

4. To date, no creditors' committee has been appointed in these Chapter 11 Cases by the Office of the United States Trustee for the Southern District of New York (the "U.S. Trustee").

5. The Debtors constitute a small part of a group of companies that collectively constitute the world's twelfth largest fishing company. The Debtors consist principally of holding companies and defunct, non-operating companies. Their value is derived from their interests in three Peruvian operating companies – CFG Investments S.A.C. ("CFG"), Corporacion Pesquera Inca S.A.C. ("Copeinca"), and Sustainable Fishing Resources S.A.C. ("SFR," and together with CFGI and Copeinca, the "Peruvian Opcos"). Those entities operate the Pacific Andes Group's anchovy fishing business and together control a significant percentage of the anchovy fishing quotas fixed by the Peruvian government.

6. Following the motion by Coöperatieve Rabobank U.A. ("Rabobank"), Standard Chartered Bank (Hong Kong) Limited ("Standard Chartered") and DBS Bank (Hong Kong), Limited ("DBS," and together with Rabobank and Standard Chartered, the "Club Lender Parties") seeking the appointment of a Chapter 11 trustee [Dkt. No. 59], the Court granted the motion [Dkt. No. 203] on October 28, 2016 with respect to CFG Peru Singapore.

7. On November 10, 2016, the U.S. Trustee sought approval of William A. Brandt, Jr., as the Chapter 11 Trustee of CFG Peru Singapore [Dkt. No. 218]. On that same date, the Court entered an order approving the selection of Mr. Brandt as the Chapter 11 Trustee [Dkt. No. 219].

### **RELIEF REQUESTED**

8. By this Application, under section 327(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016 and Local Rules 2014-1 and 2016-1, the Trustee requests entry of an Order, substantially in the form attached hereto as Exhibit A, authorizing the Trustee to employ and retain Skadden, Arps *nunc pro tunc* to November 18, 2016 as the Trustee's counsel to perform the legal services as more fully described herein, pursuant to and in accordance with the terms and conditions set forth in that certain engagement letter, dated November 18, 2016 (the "Engagement Agreement").<sup>2</sup>

### **BASIS FOR RELIEF**

9. Skadden, Arps began working with the Chapter 11 Trustee in the Chapter 11 Case of CFG Peru Singapore pursuant to the Engagement Agreement dated November 18, 2016.

10. As a result of the engagement and certain diligence work performed by Skadden, Arps prior to entry into the Engagement Agreement, Skadden, Arps has become familiar with the Debtors' business affairs and many of the potential legal issues that may arise in the context of these Chapter 11 Cases.

11. The Trustee selected Skadden, Arps as his counsel because of the Firm's experience and knowledge in the field of debtors' and creditors' rights and business reorganizations under Chapter 11 of the Bankruptcy Code. Skadden, Arps believes it has assembled a highly qualified team of professionals and paraprofessionals to provide services to the Chapter 11 Trustee during these cases. The size and breadth of Skadden, Arps' practice enables it to provide a multijurisdictional team to assist in the cross-border nature of these Chapter 11 Cases.

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<sup>2</sup> The Engagement Agreement is attached to the Laukitis Declaration as Exhibit 1.

12. The Trustee desires to employ Skadden, Arps because it is familiar with the Debtors' capital structure, business affairs and many of the potential legal issues that may arise in the context of the Debtors' Chapter 11 Cases. Skadden, Arps is well positioned to provide the Trustee with the type of legal services he will require as Chapter 11 Trustee.

13. Additional information regarding Skadden, Arps' qualifications is set forth more fully in the Declaration of Lisa Laukitis, a partner at Skadden, Arps (the "Laukitis Declaration").

### **SERVICES TO BE RENDERED**

14. The Chapter 11 Trustee seeks to retain Skadden, Arps to render various services, including, but not limited to the following:

- (a) advise the Chapter 11 Trustee with respect to his powers and duties as Chapter 11 Trustee in the continued management and operation of CFG Peru Singapore;
- (b) identify, analyze and assist the Chapter 11 Trustee in maximizing the value of CFG Peru Singapore's assets;
- (c) investigate and assist the Chapter 11 Trustee in connection with any and all claims, causes of action or other bases of liability assertable by CFG Peru Singapore's estate, including, but not limited to, claims arising under Chapter 5 of the Bankruptcy Code;
- (d) prepare, on behalf of the Chapter 11 Trustee, all necessary motions, applications, complaints, answers, orders, reports and other papers in support of positions taken by the Chapter 11 Trustee in these Chapter 11 Cases;
- (e) take all necessary actions to protect and preserve CFG Peru Singapore's estate, including the prosecution of actions on the Chapter 11 Trustee's behalf and negotiations concerning litigation;
- (f) negotiate and prepare on the Chapter 11 Trustee's behalf plan(s) of reorganization, disclosure statement(s), and all related agreements and/or documents, and take any necessary action on behalf of CFG Peru Singapore to obtain confirmation of such plan(s);



- (g) assess, prosecute, settle or otherwise resolve any claims asserted against CFG Peru Singapore in the Chapter 11 Cases;
- (h) appear, as appropriate, in the Bankruptcy Court, any appellate courts, and any other courts, panels, or forums in which matters may be heard to protect the interests of the Chapter 11 Trustee and CFG Peru Singapore's estate before said courts, panels, or forums;
- (i) assist and advise the Chapter 11 Trustee in connection with any matters affecting property of CFG Peru Singapore's estate, including, but not limited to, the operation and/or sale or other proposed disposition of property of CFG Peru Singapore's estate; and
- (j) perform all other necessary legal services and provide all other necessary legal advice as requested by the Chapter 11 Trustee.

#### **DISINTERESTEDNESS OF PROFESSIONALS**

15. To the best of the Trustee's knowledge, and except as otherwise set forth herein and in the accompanying Laukitis Declaration, the members, counsel, and associates of Skadden, Arps (a) do not have any connection with any of the Debtors, their affiliates, their creditors, or any other party in interest, or their respective attorneys and accountants, the Chapter 11 Trustee, the United States Trustee for the Southern District of New York or any person employed in the office of the same, or any judge in the Bankruptcy Court or District Court for the Southern District of New York or any person employed in the offices of the same, (b) are "disinterested persons," as that term is defined in section 101(14) of the Bankruptcy Code, and (c) do not hold or represent any interest adverse to the estates.

16. As set forth in the Laukitis Declaration, Skadden, Arps in the past has represented, currently represents, and in the future likely will represent certain parties in interest or their affiliates on these Chapter 11 Cases in matters unrelated to the Debtors, the Debtors' Chapter 11 Cases, or such parties in interest's claims against or interests in the Debtors. To that end, Skadden, Arps conducted a disclosure review with respect to the Debtors and significant parties in interest in the Debtors' cases.

17. Except as otherwise set forth in the Laukitis Declaration:

- (a) Neither Skadden, Arps nor any attorney at the Firm holds or represents an interest adverse to the estates.
- (b) Neither Skadden, Arps nor any attorney at the Firm is or was a creditor, an equity security holder, or an insider of the Debtors.
- (c) Neither Skadden, Arps nor any attorney at the Firm is or was, within two years before the Petition Date, a director, officer, or employee of the Debtors.
- (d) Neither Skadden, Arps nor any attorney at the Firm has an interest materially adverse to the interests of the estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in the Debtors or for any other reason.

18. In view of the foregoing, Skadden, Arps is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code.

19. Skadden, Arps has informed the Chapter 11 Trustee that it will continue to conduct periodic conflicts analyses to determine whether it is performing or has performed services for any significant parties in interest in these cases and that Skadden, Arps will promptly update the Laukitis Declaration to disclose any material developments regarding the Debtors or any other pertinent relationships that come to Skadden, Arps’ attention.

#### **PROFESSIONAL COMPENSATION**

20. Skadden, Arps will accept as compensation for its work during the Chapter 11 Cases such sums as may be allowed by the Court on the basis of the professional time spent, the rates charged for such services, the necessity of such services to the administration of the estates, the reasonableness of the time within which the services were performed in relation to the results achieved, and the complexity, importance, and nature of the problems, issues, or tasks addressed in these cases. Additionally, Skadden, Arps will seek compensation for all time and expenses associated with its retention as a section 327(a) professional, including the preparation

of this Application, the Laukitis Declaration, and related documents, as well as any monthly fee statements and/or interim and final fee applications.

21. Skadden, Arps' fees for professionals services are based on its guideline hourly rates, which are periodically adjusted. Under the Engagement Agreement, the Chapter 11 Trustee and Skadden, Arps have agreed that the following hourly fee structure will apply to these cases: \$390 to \$920 for associates, \$925 to \$1,040 for counsel, and \$935 to \$1,425 for partners. These rates are Skadden, Arps' current standard hourly rates for both bankruptcy and non-bankruptcy matters, and reflect that restructuring and other complex matters typically are national in scope and involve great complexity, high stakes, and severe time pressures. Skadden, Arps also believes that these rates and this rate structure are comparable to those used in similar circumstances by other similarly skilled professionals. Skadden, Arps has advised the Chapter 11 Trustee that the hourly rates set forth above are subject to periodic increases in the normal course of the Firm's business. Skadden, Arps will provide notice of any rate increases to the Chapter 11 Trustee, the Debtors, the U.S. Trustee, and the Court.

22. Consistent with the Firm's policy with respect to its other clients, Skadden, Arps will continue to charge the Chapter 11 Trustee for all other services provided and for other charges and disbursements incurred in the rendition of services. These charges and disbursements include, among other things, costs for telephone charges, photocopying, travel, business meals, computerized research, messengers, couriers, postage, and witness fees and other fees related to trials and hearings. Charges and disbursements are invoiced pursuant to Skadden, Arps' Policy Statement Concerning Charges and Disbursements, which is annexed to the Engagement Agreement.

23. Because Skadden, Arps has not previously represented the Debtors, Skadden, Arps has not previously received from the Debtors any payment of fees and expenses rendered or reimbursement of expenses incurred.

24. Skadden, Arps intends to apply to this Court for allowance of compensation for professional services rendered and reimbursement of charges and disbursements incurred in these Chapter 11 Cases in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any orders entered in these cases governing professional compensation and reimbursement for services rendered and charges and disbursements incurred. Skadden, Arps will seek compensation for the services of each attorney and paraprofessional acting on behalf of the Chapter 11 Trustee in these cases at the then current rate charged for such services as described herein.

25. Other than as set forth above, no commitments have been made or received by Skadden, Arps with respect to compensation to be paid in these cases.

26. Except for sharing arrangements among Skadden, Arps, its affiliated law practice entities, and their respective members, Skadden, Arps has no agreement with any other entity to share any compensation received, nor will any be made, except as permitted under Bankruptcy Code section 504(b)(1).

#### **STATEMENT REGARDING U.S. TRUSTEE GUIDELINES**

27. Skadden, Arps shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with these Chapter 11 Cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Rules, and any other applicable procedures and orders of the Court. Skadden, Arps also intends to make a reasonable effort to comply with U.S. Trustee requests for information and additional disclosures as set forth in the Guidelines for Reviewing Applications

for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective as of November 1, 2013 (the “U.S. Trustee Guidelines”), both in connection with this Application and the interim and final fee applications to be filed by Skadden, Arps in these Chapter 11 Cases.

28. The following information is provided pursuant to paragraph D.1 of the U.S. Trustee Guidelines:

**Question:** Did you agree to any variations from, or alternatives to, your standard or customary billing arrangements for this engagement?

Response: No.

**Question:** Do any of the professionals included in this engagement vary their rate based on the geographic location of the bankruptcy case?

Response: No.

**Question:** If you represented the client in the 12 months prepetition, disclose your billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If your billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Response: Skadden, Arps did not represent the client in the 12 months prepetition.

**Question:** Has your client approved your prospective budget and staffing plan, and, if so, for what budget period?

Response: Skadden, Arps intends to speak with the Chapter 11 Trustee prior to the hearing to consider this Application regarding a budget and staffing plan. Once established, recognizing that unforeseeable fees and expenses may arise in large chapter 11 cases, Skadden, Arps and the Chapter 11 Trustee may need to amend the Skadden, Arps budget and staffing plan as necessary to reflect changed circumstances or unanticipated developments.

29. The Trustee requests approval of the employment of Skadden, Arps *nunc pro tunc* to November 18, 2016. Such relief is warranted by the circumstances presented by these Chapter 11 Cases.

**WAIVER OF STAY UNDER BANKRUPTCY RULE 6004(h)**

30. The Trustee also requests that the Court waive the stay imposed by Bankruptcy Rule 6004(h), which provides that “[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.” Fed. R. Bankr. P. 6004(h). As described above, the relief that the Trustee seeks in this Application is necessary to preserve value for the Debtors’ estates. Accordingly, the Trustee respectfully request that the Court waive the fourteen day stay imposed by Bankruptcy Rule 6004(h), as the exigent nature of the relief sought herein justifies immediate relief.

**NOTICE**

31. The Trustee will provide notice of this Application to the following parties, or, in lieu thereof, their counsel: (a) the Office of the U.S. Trustee for the Southern District of New York; (b) creditors holding the fifty largest claims as set forth in the consolidated list filed with the Debtors’ petitions; (c) the United States Attorney’s Office for the Southern District of New York; (d) the Internal Revenue Service; (e) the United States Securities and Exchange Commission; and (f) any party that has requested notice pursuant to Bankruptcy Rule 2002. A copy of this Application is also available on the Court’s website. The Trustee submits that no other or further notice need be provided.

**NO PRIOR REQUEST**

32. No previous request for the relief sought herein has been made to this Court or any other court.

**CONCLUSION**

WHEREFORE, the Trustee respectfully requests that the Court enter an order, substantially in the form annexed hereto as Exhibit A, granting the relief requested in this Application and such other and further relief as may be just and proper.

Dated: November 22, 2016.  
New York, New York

/s/ William A. Brandt, Jr.

William A. Brandt, Jr.

Chapter 11 Trustee

110 East 42nd Street

Suite 1818

New York, New York 10017

**EXHIBIT A**

**Proposed Order**



**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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**In re:**

**CHINA FISHERY GROUP LIMITED (CAYMAN)**  
*et al.,*

**Debtors.<sup>1</sup>**

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**Chapter 11**

**Case No. 16-11895 (JLG)**

**(Jointly Administered)**

**ORDER UNDER BANKRUPTCY CODE SECTION 327(a), BANKRUPTCY RULES 2014  
AND 2016, AND LOCAL BANKRUPTCY RULES 2014-1 AND 2016-1 AUTHORIZING  
EMPLOYMENT AND RETENTION OF SKADDEN, ARPS, SLATE, MEAGHER &  
FLOM LLP AS COUNSEL NUNC PRO TUNC TO NOVEMBER 18, 2016**

Upon the application (the “Application”)<sup>2</sup> of the Trustee for entry of an order (this “Order”) under sections 327(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1 authorizing the employment and retention of Skadden, Arps as counsel *nunc pro tunc* to November 18, 2016; and the Court having reviewed the Application and the Laukitis Declaration; and the Court being satisfied with the representations made in the Application and the Laukitis Declaration that Skadden, Arps represents no interest adverse to the estates, that it is a “disinterested person” as that term is defined under section 101(14) of the Bankruptcy Code, and that its employment is necessary; and due and sufficient notice of the

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<sup>1</sup> The Debtors are China Fishery Group Limited (Cayman) (“CFGL”), Pacific Andes International Holdings Limited (Bermuda) (“PAIH”), N.S. Hong Investment (BVI) Limited (“NS Hong”), South Pacific Shipping Agency Limited (BVI) (“SPSA”), China Fisheries International Limited (Samoa) (“CFIL”), CFGL (Singapore) Private Limited (“CFGLPL”), Chanery Investment Inc. (BVI) (“Chanery”), Champion Maritime Limited (BVI) (“Champion”), Growing Management Limited (BVI) (“Growing Management”), Target Shipping Limited (HK) (“Target Shipping”), Fortress Agents Limited (BVI) (“Fortress”), Ocean Expert International Limited (BVI) (“Ocean Expert”), Protein Trading Limited (Samoa) (“Protein Trading”), CFG Peru Investments Pte. Limited (Singapore) (“CFG Peru Singapore”), Smart Group Limited (Cayman) (“Smart Group”), Super Investment Limited (Cayman) (“Super Investment”) and Pacific Andes Resources Development Ltd. (“PARD”).

<sup>2</sup> Unless otherwise defined, capitalized terms used herein shall have the meanings ascribed to them in the Application.

Application having been given under the particular circumstances; and it appearing that no other or further notice need be provided; and it appearing that the relief requested by the Application is in the best interests of the Debtors, their estates, their creditors, their stakeholders, and other parties in interest; and after due deliberation thereon, and sufficient cause appearing therefor; it is hereby,

**ORDERED, ADJUDGED AND DECREED THAT:**

1. The Application is GRANTED as set forth herein.
2. Pursuant to sections 327(a) of the Bankruptcy Code, the Chapter 11 Trustee is authorized to employ and retain Skadden, Arps as his counsel *nunc pro tunc* to November 18, 2016, in accordance with the Application, the Engagement Agreement and this Order, to perform the services described in the Application.
3. Skadden, Arps shall be compensated in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any orders entered in these cases governing professional compensation and reimbursement for services rendered and charges and disbursements incurred.
4. Skadden, Arps shall, prior to any increases in its rates, file a supplemental affidavit with the Court and provide ten business days' notice to the Trustee and the United States Trustee, which supplemental affidavit shall explain the basis for the requested rate increases in accordance with section 330(a)(3)(F) of the Bankruptcy Code and state whether the Trustee has consented to the rate increase. The United States Trustee retains all rights to object to any rate increase on all grounds including, but not limited to, the reasonableness standard provided for in section 330 of the Bankruptcy Code, and all rates and rate increases are subject to review by the Court.

5. Notwithstanding any stay that might be imposed by Bankruptcy Rule 6004(h) or otherwise, this Order shall be effective and enforceable immediately upon entry hereof.

6. The requirements set forth in Local Bankruptcy Rule 9013-1(b) are satisfied by the contents of the Application.

7. The Trustee is authorized and empowered to take all actions necessary to implement the relief granted in this Order.

8. To the extent the Application and/or the Engagement Letter is inconsistent with this Order, the terms of this Order shall govern.

9. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: New York, New York

\_\_\_\_\_, 2016

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UNITED STATES BANKRUPTCY JUDGE

**EXHIBIT B**

**Laukitis Declaration**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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<b>In re:</b>	:	<b>Chapter 11</b>
	:	
<b>CHINA FISHERY GROUP LIMITED (CAYMAN)</b>	:	<b>Case No. 16-11895 (JLG)</b>
<b><i>et al.</i>,</b>	:	
	:	<b>(Jointly Administered)</b>
<b>Debtors.<sup>1</sup></b>	:	

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**DECLARATION OF LISA LAUKITIS IN SUPPORT OF  
APPLICATION OF THE CHAPTER 11 TRUSTEE FOR ORDER UNDER  
BANKRUPTCY CODE SECTION 327(a), BANKRUPTCY RULES 2014 AND 2016, AND  
LOCAL BANKRUPTCY RULES 2014-1 AND 2016-1 AUTHORIZING EMPLOYMENT  
AND RETENTION OF SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP AS  
COUNSEL NUNC PRO TUNC TO NOVEMBER 18, 2016**

I, Lisa Laukitis, pursuant to 28 U.S.C. § 1746, hereby declare that the following is true to the best of my knowledge, information, and belief:

1. I am a member of the firm of Skadden, Arps, Slate, Meagher & Flom LLP (“Skadden, Arps” or the “Firm”), which maintains offices for the practice of law at, among other locations, Four Times Square, New York, New York 10036-6522. I am admitted in, practicing in, and a member in good standing of the bar of the State of New York and the bar of the United States District Court for the Southern District of New York and the Eastern District of New York. I submit this declaration and statement in support of the Chapter 11 Trustee’s Application

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<sup>1</sup> The Debtors are China Fishery Group Limited (Cayman) (“CFGL”), Pacific Andes International Holdings Limited (Bermuda) (“PAIH”), N.S. Hong Investment (BVI) Limited (“NS Hong”), South Pacific Shipping Agency Limited (BVI) (“SPSA”), China Fisheries International Limited (Samoa) (“CFIL”), CFGL (Singapore) Private Limited (“CFGLPL”), Chanery Investment Inc. (BVI) (“Chanery”), Champion Maritime Limited (BVI) (“Champion”), Growing Management Limited (BVI) (“Growing Management”), Target Shipping Limited (HK) (“Target Shipping”), Fortress Agents Limited (BVI) (“Fortress”), Ocean Expert International Limited (BVI) (“Ocean Expert”), Protein Trading Limited (Samoa) (“Protein Trading”), CFG Peru Investments Pte. Limited (Singapore) (“CFG Peru Singapore”), Smart Group Limited (Cayman) (“Smart Group”), Super Investment Limited (Cayman) (“Super Investment”) and Pacific Andes Resources Development Ltd. (“PARD”).

for Order Under Bankruptcy Code Section 327(a), Bankruptcy Rules 2014 and 2016, and Local Bankruptcy Rules 2014-1 and 2016-1 Authorizing Employment and Retention of Skadden, Arps, Slate, Meagher & Flom LLP as Counsel *Nunc Pro Tunc* to November 18, 2016 (the “Application”),<sup>2</sup> filed contemporaneously herewith by William A. Brandt, Jr., in his capacity as Chapter 11 Trustee (the “Chapter 11 Trustee”) of CFG Peru Investments Pte. Limited (Singapore) (“CFG Peru Singapore”). Except as otherwise indicated, I have personal knowledge of the matters set forth herein and, if called as a witness, would testify competently thereto.<sup>3</sup>

### **QUALIFICATION OF PROFESSIONALS**

2. Skadden, Arps began working with the Chapter 11 Trustee in the Chapter 11 Case of CFG Peru Singapore pursuant to an engagement letter dated November 18, 2016 (the “Engagement Agreement”) as attached to this Declaration as Exhibit 1.

3. As a result of the engagement and certain diligence work performed by Skadden, Arps prior to entry into the Engagement Agreement, Skadden, Arps has become familiar with the Debtors’ business affairs and many of the potential legal issues that may arise in the context of these Chapter 11 Cases.

4. Skadden, Arps understands that the Chapter 11 Trustee selected Skadden, Arps as his counsel because of the Firm’s experience and knowledge in the field of debtors’ and creditors’ rights and business reorganizations under chapter 11 of the Bankruptcy Code. Skadden, Arps believes it has assembled a highly qualified team of professionals and paraprofessionals to provide services to the Chapter 11 Trustee during these cases. The size and

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<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Application.

<sup>3</sup> Certain of the disclosures herein relate to matters within the knowledge of other attorneys at Skadden, Arps and are based on information provided by them.

breadth of Skadden, Arps' practice enables it to provide a multijurisdictional team to assist in the cross-border nature of these Chapter 11 Cases.

5. I am a Partner in the Firm's Corporate Restructuring Department and one of the principal Skadden, Arps attorneys working on the engagement. I have approximately 17 years of experience in corporate restructurings and related matters, including (a) out-of-court restructurings; (b) traditional chapter 11 reorganization cases; and (c) prepackaged and pre-negotiated chapter 11 reorganizations nationwide and worldwide. I have represented debtors, creditors' committees, secured and unsecured creditors, private equity funds, and other parties in interest. My representations, both in court and out of court, have included Molycorp, Fresh & Easy Neighborhood Markets, Hostess Brands, Allegiance Telecom, The Boyds Collection, Norwood Promotional Products, NRG Energy, Pierre Foods, Tower Automotive, Trico Marine Services, Penton Media, and Cleveland Unlimited and many others.

6. I was named in *Best Lawyers in America* in 2015 and 2016. In 2013, I was named to the 40 Under 40 list by M&A Advisor and was named a Rising Star by both the *New York Law Journal* and *Law360*. In 2011, I was named an Outstanding Young Restructuring Lawyer by *Turnarounds & Workouts*.

7. Other professionals in the Firm's corporate restructuring, banking, litigation and other practices, many of whom also have extensive experience and are highly regarded in corporate restructuring generally, and debtor representations in reorganization cases specifically, will participate in the representation of the Chapter 11 Trustee in these cases, including Jay Goffman, Dominic McCahill, and Sarah Pierce.

8. As noted above, Skadden, Arps is familiar with the Debtors' capital structure, business affairs and many of the potential legal issues that may arise in the context of

the Debtors' Chapter 11 Cases. I believe that Skadden, Arps is well positioned to provide the Chapter 11 Trustee with the type of legal services he will require as Chapter 11 Trustee.

Accordingly, subject to this Court's approval of the Application, Skadden, Arps is willing to perform the services requested by the Chapter 11 Trustee, as set forth herein, in the Application, and in the Engagement Agreement.

### **SERVICES TO BE RENDERED**

9. The Chapter 11 Trustee seeks to retain Skadden, Arps to render various services, including, but not limited to the following:

- (a) advise the Chapter 11 Trustee with respect to his powers and duties as Chapter 11 Trustee in the continued management and operation of CFG Peru Singapore;
- (b) identify, analyze and assist the Chapter 11 Trustee in maximizing the value of CFG Peru Singapore's assets;
- (c) investigate and assist the Chapter 11 Trustee in connection with any and all claims, causes of action or other bases of liability assertable by CFG Peru Singapore's estate, including, but not limited to, claims arising under Chapter 5 of the Bankruptcy Code;
- (d) prepare, on behalf of the Chapter 11 Trustee, all necessary motions, applications, complaints, answers, orders, reports and other papers in support of positions taken by the Chapter 11 Trustee in these Chapter 11 Cases;
- (e) take all necessary actions to protect and preserve CFG Peru Singapore's estate, including the prosecution of actions on the Chapter 11 Trustee's behalf and negotiations concerning litigation;
- (f) negotiate and prepare on the Chapter 11 Trustee's behalf plan(s) of reorganization, disclosure statement(s), and all related agreements and/or documents, and take any necessary action on behalf of CFG Peru Singapore to obtain confirmation of such plan(s);
- (g) assess, prosecute, settle or otherwise resolve any claims asserted against CFG Peru Singapore in the Chapter 11 Cases;
- (h) appear, as appropriate, in the Bankruptcy Court, any appellate courts, and any other courts, panels, or forums in which matters may be heard to



protect the interests of the Chapter 11 Trustee and CFG Peru Singapore's estate before said courts, panels, or forums;

- (i) assist and advise the Chapter 11 Trustee in connection with any matters affecting property of CFG Peru Singapore's estate, including, but not limited to, the operation and/or sale or other proposed disposition of property of CFG Peru Singapore's estate; and
- (j) perform all other necessary legal services and provide all other necessary legal advice as requested by the Chapter 11 Trustee.

#### **DISINTERESTEDNESS OF PROFESSIONALS**

10. To the best of my knowledge, and except as otherwise set forth herein, the members, counsel, and associates of Skadden, Arps, (a) do not have any connection with any of the Debtors, their affiliates, their creditors, or any other party in interest, or their respective attorneys and accountants, the Chapter 11 Trustee, the United States Trustee for the Southern District of New York or any person employed in the office of the same, or any judge in the Bankruptcy Court or District Court for the Southern District of New York or any person employed in the offices of the same, (b) are "disinterested persons," as that term is defined in section 101(14) of the Bankruptcy Code, and (c) do not hold or represent any interest adverse to the estates.

11. Skadden, Arps in the past has represented, currently represents, and in the future likely will represent certain parties in interest or their affiliates in these Chapter 11 Cases in matters unrelated to the Debtors, the Debtors' Chapter 11 Cases, or such parties in interest's claims against or interests in the Debtors. To that end, Skadden, Arps conducted a disclosure review with respect to the Debtors and significant parties in interest in the Debtors' cases.

12. In particular, as provided in more detail in the following paragraph of this Declaration and in Exhibit 2 hereto, Skadden, Arps examined lists of the Debtors and related entities; the officers and directors (including joint provisional liquidators); the known

shareholders owning 5% or more of the Debtors' publicly traded entities; the noteholders and their counsel; the Debtors' professionals; the creditors of the Debtors; the litigation parties and related counsel and professionals; the Debtors' credit facility and depository banks; various employees of the Debtors; the creditors of the Chapter 15 entities; the U.S. Trustee's Office; the Judges of the United States Bankruptcy Court for the Southern District of New York; and the Clerk for the United States Bankruptcy Court for the Southern District of New York. A list of such entities identified by the Debtors is attached hereto as Exhibit 2. Based upon this examination, Skadden, Arps currently represents, or has represented, the entities presented in bold italics on Exhibit 2, or their affiliates or beneficial owners, or, for directors, other entities with which they are affiliated, in matters unrelated to the Debtors, the Debtors' Chapter 11 Cases, or such entities' claims against and interests in the Debtors.<sup>4</sup>

13. **Corporacion Pesquera Inca S.A.C. (Peru)**. Skadden, Arps formerly represented a lender in relation to high yield bond offerings by Corporacion Pesquera Inca S.A.C. ("Copeinca") in 2012 and 2013. The issuances occurred prior to Copeinca being acquired by the China Fishery Group in November 2013. In addition, that lender is not a current party in interest in the Debtors' Chapter 11 Cases.

14. **The U.S. Trustee, the United States District Court Judges, and the United States Bankruptcy Judges for this District**. I am not related, and, to the best of my knowledge, no attorney at the Firm is related, to any United States District Judge or United States Bankruptcy Judge in the Southern District of New York or to the U.S. Trustee for such district or any attorney in the office thereof. Elizabeth M. Downing and Raquelle M. Kaye,

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<sup>4</sup> The identification and classification therein of various entities or individuals as falling within certain categories is not intended and should not be deemed to be an admission of the legal rights or status of any particular individual or entity.

associates in the Firm's corporate restructuring department, were recently employed as judicial law clerks in the United States Bankruptcy Court for the Southern District of New York. Susan Arbeit, a trial attorney for the Manhattan office of the U.S. Trustee, was formerly an associate in the corporate restructuring department of Skadden, Arps.

15. **Prior Representations by Current Skadden, Arps Attorneys.** Certain Skadden, Arps attorneys have in the past, prior to their employment by Skadden, Arps, represented, or were employed by, certain parties in interest identified to date in these Chapter 11 Cases on matters unrelated to the Debtors and their Chapter 11 Cases. Furthermore, certain Skadden, Arps attorneys may be related to, or have relationships with, or other interests in, parties in interest, or members, employees or directors of parties in interest.

16. Many of the Firm's representations of the clients listed on Exhibit 2 consist of representations in episodic transactional matters, including, for example, M&A transactions, tax matters, structured finance matters, investment management matters, corporate finance matters, as well as litigation matters. Skadden, Arps does not presently represent these entities in any matters adverse to the Debtors, and does not represent such entities in matters related to the Debtors. The Firm's representation of these entities will not affect the Firm's representation of the Chapter 11 Trustee in these Chapter 11 Cases. In addition, none of the entities listed on Exhibit 2 make up more than 2% of the Firm's revenue over the last twelve months.

17. Except as otherwise set forth herein:

- (a) Neither Skadden, Arps nor any attorney at the Firm holds or represents an interest adverse to the estates.
- (b) Neither Skadden, Arps nor any attorney at the Firm is or was a creditor, an equity security holder, or an insider of the Debtors.

(c) Neither Skadden, Arps nor any attorney at the Firm is or was, within two years before the Petition Date, a director, officer, or employee of the Debtors.

(d) Neither Skadden, Arps nor any attorney at the Firm has an interest materially adverse to the interests of the estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in the Debtors or for any other reason.

18. In view of the foregoing, Skadden, Arps is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code.

19. Skadden, Arps will engage in extensive further inquiry regarding the Debtors’ constituencies through further inquiries of its partners, counsel, and associates with respect to the matters contained herein, including the circulation of a special disinterestedness questionnaire to each of the approximately 1,700 partners, counsel, and associates in the Firm’s numerous domestic and international offices. Skadden, Arps will promptly file a supplemental declaration should the results of this inquiry or any further inquiries reveal material facts not disclosed herein. Skadden, Arps will continue to comply with its ongoing duty under the Bankruptcy Code to notify this Court if any actual conflict arises, and, if necessary, arrange for an “ethical wall” with respect to the Skadden, Arps attorney who worked on such matter or, if necessary, arrange for representation by any conflicts counsel for the Chapter 11 Trustee.

20. Pursuant to the Engagement Agreement, the Chapter 11 Trustee waived certain nondisqualifying conflicts and agreed that Skadden, Arps may represent other present and future parties on matters other than those for which Skadden, Arps had been or then is engaged by the Chapter 11 Trustee.

### **PROFESSIONAL COMPENSATION**

21. Skadden, Arps will accept as compensation for its work during the Chapter 11 Cases such sums as may be allowed by the Court on the basis of the professional time

spent, the rates charged for such services, the necessity of such services to the administration of the estates, the reasonableness of the time within which the services were performed in relation to the results achieved, and the complexity, importance, and nature of the problems, issues, or tasks addressed in these cases. Additionally, Skadden, Arps will seek compensation for all time and expenses associated with its retention as a section 327(a) professional, including the preparation of this Declaration, the Application, and related documents, as well as any monthly fee statements and/or interim and final fee applications.

22. Skadden, Arps' fees for professionals services are based on its guideline hourly rates, which are periodically adjusted. Under the Engagement Agreement, the Chapter 11 Trustee and Skadden, Arps have agreed that the following hourly fee structure will apply to these cases: \$390 to \$920 for associates, \$925 to \$1,040 for counsel, and \$935 to \$1,425 for partners. These rates are Skadden, Arps' current standard hourly rates for both bankruptcy and non-bankruptcy matters, and reflect that restructuring and other complex matters typically are national in scope and involve great complexity, high stakes, and severe time pressures. Skadden, Arps also believes that these rates and this rate structure are comparable to those used in similar circumstances by other similarly skilled professionals. Skadden, Arps has advised the Chapter 11 Trustee that the hourly rates set forth above are subject to periodic increases in the normal course of the Firm's business. Skadden, Arps will provide notice of any rate increases to the Chapter 11 Trustee, the Debtors, the U.S. Trustee, and the Court.

23. Consistent with the Firm's policy with respect to its other clients, Skadden, Arps will continue to charge the Chapter 11 Trustee for all other services provided and for other charges and disbursements incurred in the rendition of services. These charges and disbursements include, among other things, costs for telephone charges, photocopying, travel,

business meals, computerized research, messengers, couriers, postage, and witness fees and other fees related to trials and hearings. Charges and disbursements are invoiced pursuant to Skadden, Arps' Policy Statement Concerning Charges and Disbursements, which is annexed to the Engagement Agreement.

24. Because Skadden, Arps has not previously represented the Debtors, Skadden, Arps has not previously received from the Debtors any payment of fees and expenses rendered or reimbursement of expenses incurred.

25. Skadden, Arps intends to apply to this Court for allowance of compensation for professional services rendered and reimbursement of charges and disbursements incurred in these Chapter 11 Cases in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and any orders entered in these cases governing professional compensation and reimbursement for services rendered and charges and disbursements incurred. Skadden, Arps will seek compensation for the services of each attorney and paraprofessional acting on behalf of the Chapter 11 Trustee in these cases at the then current rate charged for such services as described herein.

26. Other than as set forth above, no commitments have been made or received by Skadden, Arps with respect to compensation to be paid in these cases.

27. Except for sharing arrangements among Skadden, Arps, its affiliated law practice entities, and their respective members, Skadden, Arps has no agreement with any other entity to share any compensation received, nor will any be made, except as permitted under Bankruptcy Code section 504(b)(1).

#### **STATEMENT REGARDING U.S. TRUSTEE GUIDELINES**

28. The following information is provided pursuant to paragraph D.1 of the U.S. Trustee Guidelines:

**Question:** Did you agree to any variations from, or alternatives to, your standard or customary billing arrangements for this engagement?

Response: No.

**Question:** Do any of the professionals included in this engagement vary their rate based on the geographic location of the bankruptcy case?

Response: No.

**Question:** If you represented the client in the 12 months prepetition, disclose your billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If your billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Response: Skadden, Arps did not represent the client in the 12 months prepetition.

**Question:** Has your client approved your prospective budget and staffing plan, and, if so, for what budget period?

Response: Skadden, Arps intends to speak with the Chapter 11 Trustee prior to the hearing to consider this Application regarding a budget and staffing plan. Once established, recognizing that unforeseeable fees and expenses may arise in large chapter 11 cases, Skadden, Arps and the Chapter 11 Trustee may need to amend the Skadden, Arps budget and staffing plan as necessary to reflect changed circumstances or unanticipated developments.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 22, 2016.

SKADDEN, ARPS, SLATE, MEAGHER  
& FLOM LLP

/s/ Lisa Laukitis

Lisa Laukitis

Four Times Square

New York, New York 10036

Telephone: (212) 735-3000

Facsimile: (212) 735-2000

Lisa.Laukitis@skadden.com



**EXHIBIT 1**

**Engagement Agreement**

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
FOUR TIMES SQUARE  
NEW YORK 10036-6522

TEL: (212) 735-3000  
FAX: (212) 735-2000  
www.skadden.com

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SAO PAULO  
SHANGHAI  
SINGAPORE  
SYDNEY  
TOKYO  
TORONTO  
VIENNA

CONFIDENTIAL

November 18, 2016

William A. Brandt  
Development Specialists, Inc.  
110 East 42<sup>nd</sup> Street  
Suite 1818  
New York, New York 10017

Re: Engagement Letter

Dear Mr. Brandt:

We are pleased that you, William A. Brandt, not in your individual capacity, but in your capacity as chapter 11 trustee for the bankruptcy estate of CFG Peru Investments Pte. Ltd. ("CFG Peru Singapore", and together with its affiliates, the "Company") (the "Trustee"), have decided to engage Skadden, Arps, Slate, Meagher & Flom LLP ("Skadden Arps" or the "Firm") in connection with the engagement described below (the "Engagement").

Scope of Engagement

As described to us, the Engagement involves advising you generally in connection with your role as the Trustee for CFG Peru Singapore in its chapter 11 case. The services to be provided by the Firm in connection with the Engagement will encompass those legal services normally and reasonably associated with this type of engagement which the Firm has been requested and is able and has agreed to provide and which are consistent with its ethical obligations.



Brandt, Chapter 11 Trustee  
November 18, 2016  
Page 2

### **Engagement Personnel**

Dominic McCahill, Mark McDermott, Lisa Laukitis and I will be responsible for and actively involved in the Engagement. Additional lawyers, including those in other practice areas will be added to the Engagement on an as-needed basis.

### **Fees and Expenses**

Our fees will be based primarily on the time involved in the Engagement and our internal time charges. The range of our 2016 hourly time charges is \$390.00 to \$920.00 for associates, \$925.00 - \$1,040.00 for counsel, and \$935.00 - \$1,425.00 for partners. If involved in the Engagement, attorneys from other currency zones will charge time at their prevailing currency rate schedule. As part of the Firm's ordinary business practices, hourly time charges are periodically reviewed and revised.

As to billing, we will submit statements for services rendered for payment on a monthly or other periodic basis consistent with the Engagement. In addition, our billing statements will include charges and disbursements incurred by us in the course of performing legal services. These items will be billed in accordance with our standard practice as described in the attached summary (see Annex A), which may be periodically updated. We will prepare and file necessary papers with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") to obtain approval of these fees and approval for you to pay the Firm. We agree that you are not responsible for the Firm's fees in your individual capacity.

### **Waivers and Related Matters**

The Firm represents a broad base of clients on a variety of legal matters. Accordingly, absent an effective conflicts waiver, conflicts of interest may arise that could adversely affect your ability and the ability of other clients of the Firm to choose the Firm as its counsel and preclude the Firm from representing you or other clients of our Firm in pending or future matters. Given that possibility, we wish to be fair not only to you, but to our other clients as well. Accordingly, this letter will confirm our mutual agreement that the Firm may represent other present or future parties on matters other than those for which it had been or then is engaged by you whether or not on a basis adverse to you, the Company, or any of the Company's present or future affiliates, including in litigation, legal or other proceedings or matters, which are referred to as "Permitted Adverse Representation." You should



Brandt, Chapter 11 Trustee  
November 18, 2016  
Page 3

also assume that we represent a substantial number of the Company's creditors, customers and stakeholders on matters unrelated to the Engagement. You specifically acknowledge and agree that the waiver provided for herein includes such matters.

In furtherance of this mutual agreement, you agree that you will not for yourself or any other party, including the Company or any of its present or future affiliates, assert the Firm's representation of you, either in the Firm's representation in the Engagement or in any other matter in which you retain the Firm, as a basis for disqualifying the Firm from representing another party in any Permitted Adverse Representation and agree that any Permitted Adverse Representation does not constitute a breach of any duty owed by the Firm. Examples of Permitted Adverse Representation would include, without limitation, representing a client over which the Company might be seeking to acquire influence or control, or from which the Company may wish to buy assets, representing a client regarding its interest at the time in acquiring influence or control over an entity in which the Company then has a similar interest and representing a debtor or creditor client in another judicial proceeding under the Bankruptcy Code or similar legislation in a matter initiated by such client that is adverse to the Company. You agree that this paragraph and the preceding one do not expand the scope of the Engagement to encompass the Company unless expressly agreed to by the Firm. It is not the intent of the parties to permit an adverse representation that would violate the Bankruptcy Code, Bankruptcy Rules, or any other applicable law.

Our representation of you is premised on the Firm's adherence to its professional obligation not to disclose any confidential information or to use it for another party's benefit without your consent. Such obligations are subject to certain exceptions, including the laws, rules and regulations of certain jurisdictions relating to money laundering and terrorist financing. Under relevant circumstances, the Firm may be under a duty to disclose information to relevant governmental authorities. The Firm may be prohibited from informing you that such a disclosure has been made or the reasons for such disclosure, and we may have to cease work for you for a period of time and not be able to inform you of the reason. Provided that the Firm acts in the manner set forth in the first sentence of this paragraph and subject to the exceptions noted above, you would not for yourself or any other party assert that the Firm's possession of such confidential information, even though it may relate to a matter for which the Firm is representing another client or may be known to someone at the Firm working on the matter, (a) is a basis for disqualifying the Firm from representing another of its clients in any matter in which you or any other party has an interest; or (b) constitutes a breach of any duty owed by the Firm. In addition, the Firm's failure to share with you any confidential information received from



Brandt, Chapter 11 Trustee  
November 18, 2016  
Page 4

another client (unless such information is inextricably connected with the Engagement) will not be asserted by you as constituting a breach of any duty owed to you by the Firm, including any duty regarding information disclosure.

If the Firm receives from any person or entity a subpoena or request for information that is within our custody or control or the custody or control of our agents or representatives, we will, to the extent permitted by applicable law, advise you before responding so that you have the opportunity to intervene or interpose any objections. Should you object to the provision of such information, the Firm may thereafter provide such information only to the extent authorized by you or required by a court or other governmental body of competent jurisdiction. You agree to pay the Firm for any services rendered and charges and disbursements incurred in responding to any such request at the Firm's customary billing rates and pursuant to the Firm's charges and disbursements policies, subject to the Bankruptcy Court's approval.

If an actual conflict arises between the Trustee, the Company, or its creditors and an existing client of the Firm with respect to a particular matter in these cases, and such client has not provided a waiver, the Firm will not represent or render legal advice or services to the Trustee in connection with such matter, and the Trustee will engage conflicts counsel for the purpose of handling such matter.

#### **Client Identification Procedures and Regulatory Compliance**

Many jurisdictions have adopted or are in the process of changing or creating anti-money laundering, counter-terrorist financing, embargo, trade sanctions or similar policies or laws. As part of the Firm's responsibility for compliance with such laws, rules, regulations or policies, the Firm is obliged to take detailed steps to verify the identity of our clients and sources of payment. Accordingly, prior to commencement of work on the Engagement we will have already requested, or will be requesting shortly, that you provide us with required identification documents. A delay or failure to provide information required for verification purposes may prevent us from commencing or require us to suspend work on the Engagement. It is also necessary for us to reserve the right to request additional information believed necessary, advisable or appropriate to verify identity and/or to ensure the Firm's compliance with applicable laws, rules, regulations, best practices and anti-money laundering matters from time to time.



Brandt, Chapter 11 Trustee  
November 18, 2016  
Page 5

### **Data Transfer Consent**

Due to legal obligations applicable to the Firm or our affiliated offices, and to efficiently maintain information provided to us, the Firm may transfer some or all of any personal or other data and information ("Data") that you provide to the Firm to one or more of our affiliated offices in other countries that may not be subject to data protection laws similar to those prevailing in the jurisdiction in which such Data is first received by us. By signing this letter, you give us specific consent to obtain and transfer such Data, and confirm that you have obtained and grant us all required consents to allow the Firm to do so.

### **Client Files and Retention**

In the course of our representation of you with respect to a matter, we shall maintain a physical file relating to the matter. In the file we may place materials received from you with respect to the matter and other materials, including correspondence, memos, filings, drafts, closing sets, pleadings, deposition transcripts, exhibits, physical evidence, expert's reports, and other items reasonably necessary to your representation (the "Client File"). The Client File shall be and will remain your property. We may also place in the file documents containing our attorney work product, mental impressions or notes, and drafts of documents ("Work Product"). You agree that Work Product shall be and remain our property. In addition, electronic records (except those to be proffered to you at the conclusion of a matter as described below) such as e-mail and documents prepared on our word processing system shall not be considered part of your Client File unless it has been printed in hard copy and placed in your physical file, and does not constitute Work Product. You agree that we may adopt and implement reasonable retention policies for such electronic records and that we may store or delete such records in our discretion.

At the conclusion of a matter (which shall be defined as the time that our work on any matter subject to this letter has been completed), you shall have the right to take possession of the original of your Client File (but not including the Work Product). We will be entitled to make physical or electronic copies if we choose. You also agree, upon our proffer, at the conclusion of a matter (whether or not you take possession of the Client File), to take possession of any and all original contracts, stock certificates, deeds and other such important documents or instruments that may be in the Client File, without regard to format, and we shall have no further responsibility with regard to such documents or instruments.

If you do not take possession of the Client File at the conclusion of a matter, we will store such file in accordance with our standard retention procedures



Brandt, Chapter 11 Trustee  
November 18, 2016  
Page 6

for a period of at least seven (7) years (the "Retention Period"). Such retention (or maintenance of accounting or other records related to our representation) shall not constitute or be deemed to indicate the presence of a continuing attorney-client relationship. During the time that we store the Client File, you shall have the right to take possession of it at any time that you choose. Subject to the foregoing, we may dispose of the Client File without further notice or obligation to you.

\* \* \*

The provisions of this letter will continue in effect, including if the Firm's representation of you was ended at your election (which, of course, the Company would be free to do at any time) or by the Firm (which would be subject to ethical requirements). In addition, the provisions of this Engagement Letter will apply to future engagements of the Firm by you unless we mutually agree otherwise.

If our engagement is limited to a specific matter, and at the time such matter is completed, we are not at such time engaged to represent you in one or more other matters, our attorney/client relationship will be deemed terminated whether or not we send you a letter to confirm such termination. If you thereafter desire to engage us for a further matter that we are able to and determine to undertake, this letter (and any applicable supplemental writing for such matter) would then become effective.

This agreement and any claim, controversy or dispute arising under or relating to this agreement, the relationship of the parties, and/or the interpretation and enforcement of the rights and duties of the parties shall be governed by, and construed in accordance with, the laws of the State of New York. For purposes of this letter, references to Skadden Arps or the Firm include our affiliated law practice entities.

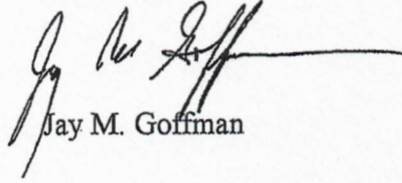
This letter supersedes all prior agreements between you and the Firm with respect to the subject matter of this letter. If this letter is satisfactory, please sign a copy and return it to me. You may wish to review it with your counsel.

Brandt, Chapter 11 Trustee  
November 18, 2016  
Page 7

Again, we very much appreciate the opportunity to work with you and  
look forward to doing so.

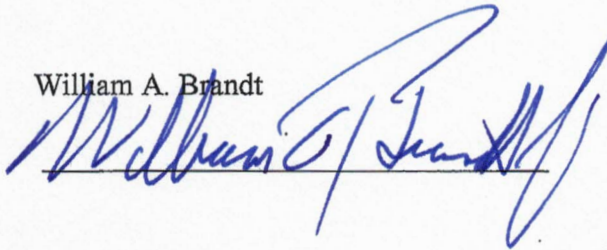
With best regards.

Sincerely,



Jay M. Goffman

William A. Brandt



Dated: As of November 18, 2016

Enclosures



**ANNEX A**

**SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP AND AFFILIATES**

***Policy Statement Concerning Charges and Disbursements***

***Effective April 1, 2010***

*Skadden Arps bills clients for reasonable charges and disbursements incurred in connection with an engagement. Clients are billed for disbursements based on the actual cost billed by the vendor or in a few cases noted below, at rates derived from internal cost analyses or at rates below or approximating comparable outside vendor charges.*

**I. Research Services.** *Charges for LexisNexis and Westlaw are billed at levels below that which would be charged for individual usage on a particular engagement. Clients are billed at rates calculated from an aggregate discounted amount charged to and paid by the Firm to LexisNexis and Westlaw. Thomson Research services are charged based on client usage allocated from actual vendor charges. Charges for other services outside research services are billed at the actual amounts charged by vendors.*

*The State of Delaware Database provides computer access to a corporations database in Dover, Delaware. The charge for this service is \$50 per transaction, which is the average amount charged by outside services.*

**II. Travel-Related Expenses.** *Out-of-town travel expenses are billed at actual cost and include air or rail travel, lodging, car rental, taxi or car service, tips and other reasonable miscellaneous costs associated with travel. Corporate and/or negotiated discounted rates are passed on to the client. Specific Firm policies for expenditures relating to out-of-town travel include:*

- **Air Travel.** *Coach class is the standard on most U.S. domestic flights. However, for flights with scheduled flight times longer than 5 hours and international flights business class is generally used.*
- **Lodging.** *We strive to book overnight accommodations at hotels with which the Firm or the Client has preferred corporate rates.*

*Local travel charges include commercial transportation and, when a private car is used, mileage, tolls and parking. Specific policies govern how and when a client is charged for these expenses; these include:*

- *Fares for commercial transportation (e.g., car service, taxi, rail) are charged at the actual vendor invoice amount. The charge for private car usage is the IRS rate allowance per mile (or the equivalent outside the United States) plus the actual cost of tolls and parking.*
- *Round-trip transportation to the office is charged for attorneys who work weekends or holidays. Transportation home may be charged on business days when an attorney works past a certain hour (typically 8:30 p.m.) and has worked a minimum of ten hours that day.*
- *Local travel for support staff is charged when a staff member works past a certain hour (typically 8:30 p.m.). Charges are limited by Firm policy and depend on form of transportation and distance traveled.*

**III. Word Processing, Secretarial and other Special Task-Related Services.** *Routine secretarial tasks (correspondence, filing, travel and/or meeting arrangements, etc.) are not charged to clients. Word processing services associated with preparing legal documents are charged at \$50 (£25/€35) per hour.*

*Specialized tasks (such as EDGAR filings or legal assistant services) are recorded in the appropriate billing category (for example, legal assistant services are recorded as fees in "Legal Assistant Support" on bills)*



**IV. Reproduction and Electronic Document Management.** Photocopying services (including copying, collating, tabbing and velo binding) performed in-house are charged at \$0.15 (£0.07/€0.11) per page, which represents the average internal cost per page. Color photocopies are charged at \$0.80 (£0.40/€0.55) per page (based on outside vendor rates). Photocopying projects performed by outside vendors are billed at the actual invoice amount. Special arrangements can be made for unusually large projects.

Electronic Data Management services (e.g., scanning, OCR processing, data and image loading/exporting, CD/DVD creation, printing from scanned files, and conversions) performed by outside vendors are billed at the actual invoice amount and those performed in-house are billed at rates comparable to those charged by outside vendors.

**V. Electronic Communications.** Clients are charged for communications services as follow:

**Telephone Charges.** There is no charge for local telephone calls or internal long distance telephone calls. External telephone calls such as collect, cellular calls, credit card, hotel telephone charges and vendor-hosted conference calls are charged at the vendor rate plus applicable taxes and are assigned to the specific matter for which such charges were incurred.

**Facsimile Charges.** There is no charge for facsimile usage

**VI. Postage and Courier Services.** Outside messenger and express carrier services are charged at the actual vendor invoice amount which frequently involves discounts negotiated by the Firm. Postage is charged at actual mail rates. On certain occasions, internal staff may be required to act as messengers in which case the staff's applicable hourly rate is charged.

**VII. UCC Filing and Searches.** Charges for filings and searches, in most instances, are billed at the flat fee charged by the vendor. Unusual filings and searches will be charged based on vendor invoice.

**VIII. Meals.** Business meals are charged at actual cost. Luncheon and dinner meetings at the Firm are charged based on the costs developed by our food service vendor. Breakfast, beverage and snack services at the Firm's offices are not charged, except in unusual circumstances.

When overtime, weekend or holiday work is required, clients are charged for the actual, reasonable cost of an attorney's meal and, for non-attorneys, a standard amount determined by Firm policy.

**IX. Direct Payment by Clients of Other Disbursements.** Other major disbursements incurred in connection with an engagement will be paid directly by the client. (Those which are incurred and paid by the Firm will be charged to the client at the actual vendor's invoice amount). Examples of such major disbursements that clients will pay directly include:

Professional Fees (including disbursements for local counsel, accountants, witnesses and other professionals)

Filing/Court Fees (including disbursements for agency fees for filing documents, standard witness fees, juror fees)

Transcription Fees (including disbursements for outside transcribing agencies and courtroom stenographer transcripts)

Other Disbursements (including any other required out-of-pocket expenses incurred for the successful completion of a matter)

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\* Fees incurred for attorney and Firm personnel in connection with the Engagement are not covered by this policy.

**EXHIBIT 2**

**List of Potential Parties in Interest**

**1(a) Debtors and Related Entities**

ACE Field Limited (BVI)	Dynamic Choice Limited (HK)
Admitted Agents Limited (BVI)	Emerald Nirwana Sdn. Bhd. (Malaysia)
Alliance Capital Enterprises Limited (HK)	Eurofish Limited Company (BVI)
Andes Agency Limited (HK)	Europaco (AP) Limited (BVI)
Aqua Foods (Qingdao) Ct. Ltd. (PRC)	Europaco (BP) Limited (BVI)
Aqua Management Limited (BVI)	Europaco (EP) Limited (BVI)
Atlantic Pacific Fishing (Pty) Ltd	Europaco (GP) Limited (BVI)
Best Concept (Far East) Limited (HK)	Europaco (HP) Limited (Hong Kong)
Bestmate Investments Limited (Samoa)	Europaco (QP) Limited (Samoa)
Bonaire Developments Limited (BVI)	Europaco Limited (BVI)
Brandberg (Mauritius) Investments Holding Ltd	Excel Concept Ltd
Brandberg Namibia Investments	Fantastic Buildings Limited (BVI)
Compa CFG Investment S.A.C. (Peru)	Fastact Group Limited (BVI)
CFG Investments Shanghai Ltd. (PRC)	Fortress Agents Limited (BVI)
CFG Peru Investments Pte. Ltd. (Singapore)	Fortune Midas Limited (BVI)
CFGL (Singapore) Private Limited	Full Enrich Limited (HK)
Champion Maritime Ltd (BVI)	Gain Star Management Ltd
Champion Shipping Limited (BVI)	Gelmer SAS (France)
Chanery Investment Inc. (BVI)	Global Research Group Inv. (BVI)
Chasterton Group Limited (BVI)	Global Research Services Inc. (BVI)
Chiksano Management Ltd	Glorious Ocean Limited (HK)
China Cold Chain Food Products Trade Development Limited (BVI)	Golden Target Pacific Limited
China Cold Chain Group Limited (BVI)	Grand Success investment (Singapore) Pte Ltd
China Fisheries International Limited (Samoa)	Grandluck Enterprises Limited (HK)
China Fishery Group Limited (Cayman)	Grandway Capital Resources Limited (HK)
China Fishery Group Limited (HK)	Grandwell Investment Group Ltd
CJSC Invest Group	Growing Management Limited (BVI)
Clamford Holding Limited (BVI)	Heng Holdings (BVI) Limited
Concept China Investment Limited (HK)	Hill Cosmos International Ltd
Conred Limited (HK)	Immobilaria Y Constructora Pahk S.A.C. (Peru)
Consorcio Vollmacht S.A.C. (Peru)	Immobiliarie Gainesville S.A.C. (Peru)
Copeinca AS (Norway)	Inversiones Pesqueras West S.A.C. (Peru)
Copeinca International S.L.U. (Spain)	J. Wiludi & Asociados SAC (Peru)
Copeinca SAC (Peru)	J. Wiludi & Asociados Consultores En Pesca SAC (Peru)
Corporacion Pesquera Frami S.A.C. (Peru)	Join Power Assets Limited (BVI)
Corporacion Pesquera Inca S.A.C. (Peru)	Kyoshoku Marketing Co. Limited (Japan)
Davis Limited (HK)	Lions City Investment Inc. (BVI)
	LLC Investment Company Kredo (Russia)

Loyal Mark Holdings Ltd  
Macro Capitaes S.A. (Panama)  
Metro Island International Ltd  
Mission Excel International Ltd  
Modern Energy Holdings Limited (BVI)  
N.S. Hong Investment (BVI) Limited  
National Fish and Seafood Inc. (US)  
National Fish and Seafood Ltd (HK)  
Natprop Investments Limited (Coop Islands)  
New Millennium Group Holdings Limited  
(BVI)  
NFS Management Ltd (HK)  
Nidaro International Limited (BVI)  
Nippon Fishery Holdings Limited (BVI)  
Nouvelle Foods International Limited (BVI)  
Ocean Expert International Limited (BVI)  
Ocean Kingdom Enterprises Limited (HK)  
Onn Profits Limited (BVI)  
Orient Ocean Limited (BVI)  
PA Capital Investment Limited (BVI)  
Pacific Andes (EP) Limited (BVI)  
Pacific Andes (Europe) Limited (BVI)  
Pacific Andes (HP) Limited (HK)  
Pacific Andes Development Limited (BVI)  
Pacific Andes Development Sdn. Bhd.  
(Malaysia)  
Pacific Andes Enterprises (BVI) Limited  
Pacific Andes Enterprises (Hong Kong) Ltd.  
Pacific Andes Food (BVI) Limited  
Pacific Andes Food (Hong Kong) Company  
Limited  
Pacific Andes Food Limited (PRC)  
Pacific Andes International Holdings  
Limited (Bermuda)  
Pacific Andes International Holdings (BVI)  
Limited  
Pacific Andes Resources Development  
Limited  
Pacific Andes Treasury Management Ltd  
(BVI)  
Pacific Andes Vegetables, Inc. (BVI)  
Pacific Fruit Trading Limited (HK)  
Paco Alpha Limited (BVI)  
Paco Beta Limited (BVI)  
Paco Gamma Limited (BVI)  
Paco Kappa Limited (BVI)

Paco Sigma Limited (BVI)  
Paco Theta Limited (BVI)  
Paco Zeta Limited (BVI)  
Paco-EP Limited (Cyprus)  
Paco-GP Limited (Cyprus)  
Paco-HP Limited (Cyprus)  
Pacos (QP) Limited (Cyprus)  
Pacos Processing Limited (Cayman)  
Pacos Trading Limited (Cayman)  
PAE Ltd.  
PARD Trade Limited (BVI)  
Parkmond Group Limited (BVI)  
Peaklane Development Limited (BVI)  
Peaksville Limited (UK)  
Pelican Food Limited (BVI)  
PFB Fisheries BV (Netherlands)  
Pickenpack Europe GmbH  
Pickenpack Holding Germany GmbH  
(Germany)  
Pickenpack Production Liineburg GmbH  
Pioneer Logistics Ltd. (BVI)  
Poweroute Limited (BVI)  
Powertech Engineering (Qingdao) Co.  
Premium Choice Group Limited (BVI)  
Protein Trading Limited (Samoa)  
Qingdao Canning Foodstuff Co. Limited  
(PRC)  
Qingdao New Millennium Food Co. Ltd.  
(PRC)  
Qingdao Pacific Andes Farm Co. Ltd. (PRC)  
Quingdao Pacific Andes Food Limited  
(PRC)  
Qingdao Pacific Andes International  
Trading Company Limited (BVI)  
Quality Food (Singapore) Pte. Limited  
(Singapore)  
Rawley Trading Limited (BVI)  
Rich Reward Assets Limited (BVI)  
Rich System Limited (HK)  
Richtown Development Limited (BVI)  
Ringston Holdings Limited (Cyprus)  
Sahara Investment Group Limited  
Sea Capital International Ltd  
Sevensseas Enterprises Limited (BVI)  
Superb Choice Int't Limited (BVI)  
Trade Ocean Limited (BVI)

TST The Seafood Traders GmbH  
Turbo (Asia) Ltd. (HK)  
Shine Bright Management Ltd  
Smart Group Limited (Cayman)  
South Pacific Shipping Agency Ltd. (BVI)  
Super Investment Limited (Cayman)  
Sustainable Fishing Resources SAC  
Sustainable Pelagic Fishery S.A.C. (Peru)  
Target Shipping Limited (HK)  
Toyama Holding Ltd  
Value Food Supply Limited (BVI)  
Vision Invest Limited (BVI)  
Watson Enterprises Limited (HK)  
Wealthy Nation Holdings Limited (BVI)  
Well Hope International Limited (BVI)  
Xinxing Foodstuffs (Qingdao) Company  
Limited (PRC)  
Zhonggang Fisheries Limited

**1(b) Officers and Directors (including  
Joint Provisional Liquidators)**

Alexandrou, Yianna  
Beighton, Kris  
Brough, Paul Jeremy  
Chan, Tak Hei  
Lawson, Alexander  
Lew, V. Robert  
Lim, Soon Hock  
Middleton, Edward Simon  
Ng, Joo Kwee  
Ng, Joo Thieng  
Ng, Joo Puay  
Ng, Joo Puay, Frank  
Ng, Puay Yee  
Ng, Puay Yee, Annie  
Ng, Weng Sin  
Nguyen, Van Tu, Peter  
Power, Fergal Thomas  
Quack, Wee Lin  
Sung, Yu Ching  
Tao, Kwok Lau, Clement  
Tan, Ngiap Joo  
Teh, Hong Eng  
Tse, Man Bun

**1(c) Top Equity Holders (5% or More for  
Publicly Traded Entities)**

***Carlyle***

Chan, Yiu Fai  
Jade China  
JCNG Investment Limited  
Lee, Po Chun  
Ng, Joo Puay  
Ng, Joo Thieng  
Ng, Joo Yau  
NJK Investment Ltd.  
Pacific Innovation (BVI) Limited  
R & J Investment Limited  
Teh, Hong Eng

**1(d) Noteholders & Counsel**

Arkkan Capital Management Ltd  
Cowell & Lee Advisors Limited  
***Citicorp International Limited (as Trustee)***  
***Davidson Kempner Capital Management***  
Kirkland & Ellis  
***Och-Ziff Capital Management Group LLC***  
Serica Partners Limited  
***TMF Trustee Limited***  
***Value Partners Group Ltd***

**1(e) Debtors' Professionals**

Ashurst LLP  
ASW Law Limited  
Drew & Napier LLC  
Forbes Hare LLP  
Goldin Associates, LLC  
Leung Wai Law Firm  
Meyer, Suozzi, English & Klein, P.C.  
Osterling Abogados  
RSR Consulting, LLC

**1(f) Creditors of Debtors**

Alatir Limited  
Alfa Laval (China) Ltd  
Andes Int'l (Qingdao) Shipping Agency  
Ashurst Hong Kong  
Baker & McKenzie  
Baraka Seari Limited  
Boardroom Corporate & Advisory Services  
Pte Ltd  
Boardroom Corporate Services (HK)

Business Consultants Limited  
Cistar Tech Hk Ltd.  
City North District, Shanghai Electricity  
Huatong Electrical Distribution Department  
Creation One Management Limited  
David Lim & Partners  
**Deloitte & Touche Financial Advisory  
Service Ltd**  
**Deloitte Touche Tohmatsu**  
Epiq Systems Limited  
Fuji Trading Co., Ltd.  
G.F Marine Service Co., Ltd  
GenNex Financial Media Limited  
Grant Thornton Recovery  
Guangtai Trading Ltd.  
Haldanes  
Hon & Co  
HongKong Haichen International Logistics  
Ltd  
Indokru Pratama Samudra  
**Industrial and Commercial Bank of China  
International Paint (Hong Kong) Ltd**  
Jimo Huifengyuan Labour Supply Center  
Jiu Li Rope Co.,Ltd  
JSC DOBROVOLNIY FLOT  
Jsi Pacific, Inc.  
KCS Corporate Services Pte. Ltd.  
Kwok Yih & Chan  
Lap Wai Paper Products Investment  
Lianyungang Zhonglian Fishery Co. Ltd  
Limited Liability Co. "Albatros"  
Meridian Investment Group Pte Limited  
**Moody's Investors Service Hong Kong  
Limited**  
Mourant Ozannes Service (Hong Kong) Ltd  
Nantong Antarctic Marine Equipment Co.,  
Ltd  
Newbon Marine Co., Ltd.  
NLC Law Asia LLC  
Pacific Marine Supply Co.,Ltd  
Paramount Holdings Limited  
Perun Limited  
PICC Property & Casualty Co Ltd.  
**PricewaterhouseCoopers Ltd**  
Qingdao Aodujianuo Trade Co., Ltd  
Qingdao Deerfeng Gongmou Co Ltd

Qingdao Dingsheng Ship Fittings Co., Ltd  
Qingdao Hanguang Packaging Equipment  
Co., Ltd  
Qingdao Juncai Pelagic Fishery Co., Ltd  
Qingdao Jundelong Packing Co. Ltd  
Qingdao Lixin Labor Limited Supplies  
QINGDAO SHANGBINGKUN TRADING  
CO.,LTD  
Qingdao Sigang Chunlin Stainless Steel  
Products Business  
Qingdao Taihengrui Maringe Co. Ltd  
Qingdao Tianhe Pharmaceutical Group  
QINGDAO YINGZE HUAGONG  
CO.,LTD  
Qingdao Yue Hai Tong Hotel Supplies Co.,  
Ltd  
Rikky & Associates Engineering  
Rongcheng Double Super Mechanical Ang  
Electrical Co., Ltd  
Rongcheng Hetai Shangmao Co. Ltd.  
Rongcheng Longyan Shipping Agency Co.,  
Ltd  
RSM Corporate Advisory (HK) Ltd  
Saga Marine Co., Ltd  
Sang Il Trading Co., Ltd.  
Sea Trader International Ltd.  
Seaquest Systems  
Shandong Boxing Huachen Steel Plate Co.,  
Ltd  
Shangong Haoyuntong Nets Technology  
Co., Ltd  
**Shell Marine Products Singapore**  
Sifang District Haiyuanbo Ship Accessories  
Supply Center  
Singapore Exchange Securities Trading  
Limited  
Sinwa (China) Marine Service  
Strategic Financial Relations Limited  
TaiZhou HaiGuang Machinery Produce Co.,  
Ltd  
**The Government of the HKSAR**  
The Hongkong Electric Co., Ltd.  
The Incorporated Owners of Hong Kong  
Plaza  
Trade Ocean Shipping Services  
Tricor Secretaries Limited



Tsm Technical Services & Marine  
UAB "Tralu servisas"  
Xi Hai Tong Da Marine Service  
Xi Hai Tong Da Marine Service Co., Ltd  
Ymuiden Stores Holland B.V.

**1(g) Litigation Parties & Related  
Counsel/Professionals**

Baker & McKenzie International  
Clifford Chance  
DLA Piper Hong King  
**Deloitte & Touche Financial Advisory  
Services Limited**  
**FTI Consulting**  
Haldanes  
Korea Development Bank  
**KPMG**  
Linklaters  
Mayer Brown JSM  
Praxis Energy Agents LLC  
S C Chan & Co.  
**The Hongkong and Shanghai Banking  
Corporation Limited**  
Walkers

**1(h) Credit Facility & Depositary Banks**

Agricultural Bank of China  
**Banco de Credito del Peru Copeinca  
Bank of America, N.A.**  
**Bank of Communications, Qingdao  
Branch**  
Bank of Panshin  
**Burlington Loan Management DAC**  
Chailease International Financial Services  
Co.  
Chang Hwa Commercial Bank, Ltd.  
China CITIC Bank International Limited  
**China Minsheng Banking Corp, Ltd.**  
Cooperatieve Centrale Raiffeisen-  
Boerenleenbank B.A.  
Cowell & Lee Asia Credit Opportunities  
Fund  
**DBS Bank (Hong Kong) Limited**  
**Institutional Banking Group**  
**Deutsche Bank Luxembourg S.A.**  
Entie Commercial Bank Co.  
First Commercial Bank, Ltd.

Fubon Bank (Hong Kong) Limited  
Huaxia Bank  
**HSBC**  
Indenture Trustee: TMF Trustee Limited  
**Industrial and Commercial Bank of China**  
KBC Bank Limited  
**Malayan Banking Berhad, Hong Kong  
Branch**  
Rabobank International (Hong Kong  
Branch)  
**Standard Chartered Bank (Hong Kong)  
Limited**  
Taiwan Cooperative Bank, Ltd.  
Taiwan Shin Kong Commercial Bank  
Company Limited  
Taishin International Bank  
Taipei Fubon Commerical Bank Co., Ltd.  
**The Hongkong and Shanghai Banking  
Corporation Limited**  
**UniCredit Bank AG**  
**United Overseas Bank Limited (Hong  
Kong Branch)**

**1(i) Labor Unions / Employees**

Emelyanov, Roman  
Goh, Grace  
Paniagua Jara, Francisco Javier  
Savichev, Alexander  
Tarikovics, Vladiir  
Tirado, Jose Miguel

**1(j) Creditors (Chapter 15 Entities)**

A & A Const. E.I.R.L.  
A & C Eng & Tech S.A.  
A & R Remisse Eirl  
A Sillon Servicios Eirl  
A Y C Diesel E.I.R.L.  
A&M Seguridad Y Superviven En El Ma  
A.P.A.P.P.Emb Del Puerto  
Abast. Const. Y Serv. Peru Sac  
Abconser Peru Sac  
Abs Import Y Represent  
Ac Tours S.A.C.  
Aceros Navales Vidal E.I.R.L.  
Actividades Electromecanicas  
Acuicola Mares Del Sur S.A.C.  
Adecco Peru S.A.

Aire Con Tecnologia Sac  
Airelav S.A.C.  
Albemarco Sac.  
Albites Corzo Ynes Aurelia  
Albujar De Sanchez Brigida  
Albujar Dsanchez Brigidab  
Alcamp Services S.A.C.  
Aldea Cordova Erica Jacqu  
Alfa Laval S A  
Allemant Asoc.Peritos Val  
Almacenera Del Peru S A  
Alvarez Eche Flora  
America Express S.A.  
America Movil Peru S.A.C.  
Amrop Peru S.A.C.  
Amsumar S.A.C.  
Andina De Desarrollo Ande  
Andrew Llabal Johnny Chicoma Cruz  
Anixter Jorvex S.A.C.  
Aom Suministros Indust  
Apang Rodz Dequiroga Lucy Elvira  
Apapp Emb DI Prto Tmbo Demora  
Apminsur Sac  
Aprochicama  
Aproferrol S.A.  
Apropisco S.A.0  
Aptein Sac  
Arana Cuyate Ronald Carlos  
Arana Gutrz Jrge Mercedes  
Araujo Lescano Genaro Ale  
Araujo Lscno Gnro Aljndro  
Arellan Tarazona Julio Cesar  
Arellano Invst. De Mkting  
Aremar S.R.L.  
Armas Garcia Ana Ysabel  
Arocutipa Pco Karina Jdth  
Arroyo Chavez Gaby Mabel  
Ars Ruber Compani S.A.C.  
Asap Consulting Group S.A.0  
Ascde.Pescad.Artes.Dpto Mal.  
Asintep S.A.C.  
Asoc De Pescad Artes De P  
Asoc De Prod De Harina  
Asoc De Product De Ha  
Asociacion De Productores De Harina  
Ass'n Depescadores Artsn

Assn Deprtva Lima Mrna Clb  
Austral Group S.A.A  
Av Enriq Canaval Moreyra  
Aviles Zapata Carlos Stalin  
Ayala Quinones Roberto Jesus  
Azabache Caracciolo Eirl  
Badinotti Peru S.A.  
Bafing S.A.C.  
Bello Herrera Crls Albrto  
Beltran Gris Y Asociados  
Bernable Zarate Marlin  
Bernuy Curo Carlos Danilo  
Blas Oliva Emerita Jsfna  
Blondet Medina Armando  
Blondet Torres Raul Arm.  
Blue Pacific Oils S.A.  
Bonavista S.A.C.  
Borja De Pach. Nely Edelm.  
Boss-Tech Sociedad Anonima Cerrada  
Bp Servicios Globales S.A.C.  
Bpo Tank Terminals S.A.0  
Caballero Otoy Jaime  
Cabrera Bertini Patricia  
Cadenas Industriales S.A  
Calizaya Pastor Rosa Elvira  
Callao Yache De Hinojosa  
Cantuarias Ortiz Ls Hbrto  
Caporal Ramos Juan Andres  
Carnero Eguil. Carron Lind  
Carnero Eguiluz Carmen Lindaaura  
Carnero Eguiluz Raul Mart  
Carrizales De Jimenez Maria  
Carrizales Dejimenez Maria Del Rosario  
Caryant E.I.R.L.  
Caycho Dulanto Margarita  
Cayo Morales Victor Ramon  
Cert Del Peru S A Cerper  
Certificaciones Del Peru S A Cerper  
Cfg Investment S.A.C.  
Cgia Ambiental Eirl  
Chavez Felipa Yov. Magdl.  
Chavez Felipa Yovana Mag  
Chicoma Cruz Andrew L  
Chicoma Cruz Andrw Llabal Johnny  
Chinchay Caballa Serapio  
Chirinos Delfin Carlos Al



Chirinos Delfin Carlos Alberto  
Chirinos Delfin Cris Albrto  
Chumpitaz Fritz Service S.R.L.  
Cia Importadora Derteano & Stucker  
Cia.Indust De Pisco S.A.C.  
Citra Usa Inc.  
Climber World Peru S.A.C.  
Climber World Peru S.R.L  
Cm Reparaciones Navales Indust. Sac  
Cntrl Remoto Y Seguridad Hasac Sociedad  
Anonima Cerrada - Coreseha S.A.C.  
Co Almacenera S.A.  
Code Sery Gen Soc De R.L  
Coesti S.A.  
Coesti Sa  
Coinbiser S.R.L.  
Collantes Salv. Nat. Dina  
Colpex Intl S.A.C.  
Com Lorens Sac  
Com Paolas E.I.R.L.  
Corn Prov Yesica S.R.L  
Comercial Del Acero S A  
Comercial Proveeduria Yesica S.R.L.  
Comercializadora Lorens S.A.C.  
Comercializadora Sachun S.A.C.  
Comercializadora Y Servicios Bodser  
Comercl. Paolas Eirl  
Comercl. Sol Y Mar Eirl  
Comercl. Y Servs Bodserg  
Comfer S A  
Compariia Almacenera S.A.  
Comtrate S.A.C.  
Con Turis Host El Bumerang  
Conf Atlanta Srltda  
Conf Cardenas S.A.  
Confecciones Atlanta Srltda  
Confecciones Cardenas S.A.  
Conmetal E.I.R.L.  
Consorcio Joviza S.A  
Consorcio Sery S.A.C.  
Consorcio Servimport Sac  
Consrcio Turistico Hostal El Bumerang  
E.I.R.L.  
Const Y Sery M & S Ei  
Const Y Sery Milla Eirl  
Constr E Inmobiliaria Sta

Constr Y Repar Marinas  
Constr. Y Negocios Multiples Kayros Sac  
Construccion Y Servicios Milla E.I.  
Construcciones E Inmobiliaria Jj S.  
Constructora E Inmobiliaria Standar  
Constructora War Sac  
Constructora Y Comercializadora Dal  
Contugas Sac  
Cooperativa De Ahorro Y Credito Efi  
Copemargi S.A.C.  
Copemary S.A.C.  
Coremasa S.A.C.  
Corp De Lab De Ensay Clin  
Corp E Invers Mar Azul  
Corp Hidraulica Tecnica  
Corp Horus Mar S.A.C.  
Corp Mega Gourmet Sac  
Corp Palvar S.A.0  
Corp Pesquera Inca Sac  
Corp South Naval S.A.  
Corp T & T S.A.C.  
Corp Walter S.A.C.  
Corporacion E Inversiones Mar Azul  
Corporacion Empresarial D & B S.A.C.  
Corporacion Hidraulica Tecnica Sac  
Corporacion Mara S.A.  
Corporacion Mega Gourmet S.A.C.  
Corporacion Mg Sac  
Corporacion Palvar Sac  
Corporacion Pesquera Edc Sac  
Corporacion Pesquera Herma Sac  
Corporacion T & T Sac  
Corporacion Walter Sac  
Cortijo Hj Manuel Antonio  
Costa Gas Chimbote S.A.C.  
Costamar Travel Cruise & Tours S.A.C.  
Criterium Peru S.A.C.  
Critical Sac  
Critical Solutions S.A.C.  
Csi Renting Peru S.A.C.  
Dasha Service E.I.R.L.  
Data Consulting Empresa Individual  
Dayana Import Peru Sac  
De La Cruz Martinez Felix  
De La Torre Cadenas Rosa  
De Rivero Castro Roberto Victor

Decaman Group Eirl  
Denver Ingenieros S.A.C.  
Des Pesq Artes De Chancay  
Desembarcadero Pesq Artesanal De  
Chancay  
Det Norske Veritas Sociedad Anonima  
Detroit Diesel - Mtu Peru S.A.C.  
Dextra Sociedad Anonima Cerradant  
Dicomersa S.A.C.  
Diez Representaciones Sa  
**Directv Peru S.R.L.**  
Disergor S.R.Ltda.  
Dist Stefany E.I  
Dist Villar E I  
Distr Ancash Srl  
**Distr Cummins Peru S.A.C.**  
Distr Las Dunas S  
Distribuidora Ancash S R L  
Distribuidora Cummins Peru S.A.0  
Dme Consulting E.I.R.L.  
Don Fernando Sac  
Donayre Becerra Carlos Jv  
Dsd Ingenieros Asociados S.A.C.  
Dulanto Huertas Mayra  
E & L Florian Servicios G  
E & L Florian Servicios Generales S.R.L.  
E&J Martinez Ingenieria & Construccin  
S.R.L.  
Eartec E.I.R.L.  
Ebisu Consulting S.A.C.  
Eca Martinez Pedro Pablo  
Eca Temoche David  
Eche Sanchez Gregorio  
Echeandia Paiva Augusto  
Ecrafys S.R.L.  
Eficiencia Electrica E Ingenieria  
Importadores Sociedad Comercial De  
Responsabilidad  
El Kebir S.A.0  
**El Pacif.Vida Cia De Seguros Y Reaseg.Sa**  
**El Pacifico Peruano-Suiza Cia Seg Y Rea**  
El Parque Restaurant S.A.0  
El Portillo S.R.L.  
Electro Ferro Centro S.A.C.  
Electrodata S.A.C.  
Electrodunas

Electromecanic Service E.I.R.L.  
Electronic Systems International S.  
Ellen Chirinos Oswaldo Al  
Emapisco S.A  
Emj Serv. Mult Srl  
Emj Serv. Multiples S.R.L.  
Emp Comercializadora  
Emp De Sery Mlti Arturo  
Emp De Sery Mult La Sol.  
Emp De Sery Multiples La  
Emp De Sery Tiburon S.A.C.  
Emp De Servicios Mult  
Emp Nacional De Puertos S A  
Emp Pesquera Andrecalex  
Emp Pesquera Narcisa De J  
Emp Transp Cruz Del Norte  
Emp.De Transp Y Mult Grup  
Emp.De Transp.Y Multis.Grupo Leo Sa  
Emp.Reg.Serv.Pub.Elect.Electrosur S.A.  
Emp.Trans.Serv.Grls.Quiromi S.C.R.L.  
Empresa De Ingen Y Montaj  
Empresa De Servicios Guerrero S.A.0  
Empresa De Servicios Tiburon S.A.C.  
Empresa De Trans Cruz Del Norte Sac  
Empresa De Transp Aur Eirlo  
Empresa De Transp Turist  
Empresa De Transporte Turistico Olano  
S.A.  
Empresa De Transportes Anticona S.R.L.  
Empresa De Transportes Baby Tours S.A.0  
Empresa Pesquera Branimar Sac  
Empresa Pesquera En Ti Confio Srl  
Empresa Pesquera Jesus En Ti Confio Srl  
Empresa Pesquera Joalmi Srl  
Empresa Pesquera Maria Del Rocio Srl  
Empresa Pesquera Saliente Marina Sac  
Empresa Pesquera Salomi  
Empresa Pesquera Tio Caramelo Srl  
Energias Del Mar S.A.C.  
Energgroup S.A.  
Enerkory S.A.C.  
Enrique Cassinelli E Hijo  
Enrique Cassinelli E Hijos  
Enrique Cassinelli E Hijos Sac  
Entel Peru S.A.  
Entregas Rapidas S.A.C.

Equip De Sistemas Metalic  
Equip Y Controles Indust  
Equipos Y Controles Industriales Sa  
**Ernst & Young Ases S.Civ. De**  
**Ernst & Young Asesores S.Civil De R. L.**  
Esc.Nac.De Marina Merc. Alm.Miguel  
Espnza Fbre Oswlido Mart  
Est Luis Echecopar Garcia  
Estacion De Servicio Samoa  
Estacion De Servicios Samoa S.A.C.  
Estructuras Industriales Ega S A  
Estudio Luis Echecopar Garcia S.R.L  
Estudio Muniz S.A.C.  
Estudio Osterling S. Civ  
Extintores Coimser S.A.C.  
Extintores Coimser S.A.C.  
F Eberhardt S A  
Fab.Montajes Y Sery Armij  
Fabricaciones y Reparaciones Industriales –  
FMERM S.R.L.  
Fabricaciones Indust D&Fe  
Faco Ing Soc'd Anonma Cer  
Faco Ingenieros Sociedad Anonma Cer  
Factoria Agromar S.A.C.  
Factoria Miguel Grau S.R.L.  
Faemgu E.I.R.L.  
Fajas Y Empaquetaduras Gutierrez E.  
Famegah Contr Gen S.A.  
Fameinduz Sac  
Fameinduz Sociedad Anonima Cerrada  
Fca Nac De Acum Etna S A  
Felipa De Ascona Luisa Ju  
Fer Pacifico S.R.L.  
Fernandez Heraud & Sanchez Abogados  
Ferreiros S.A.  
Ferreiros Soc'd Anonima  
Fibras Marinas Sa  
Fiestas Periche Norberto Rolando  
Fiestas Querevalu Percy Rolanod  
Fiestas Querevalu Raul Wilfredo  
Fishman S.A.C.  
Fitcon Group S.A.C.  
Flores Taxi K & A S.A.C.  
Flottweg Peru S.A.C.  
Flow Machines S.A.C.  
Flujomatica S.R.L.

Fmrem S.R.L.  
Force Seals Security S.A.C.  
Full Pak Peru Bulk Containers S.A  
Fund Y Maestranza Ind Srl  
Fyr Inversions Comerc  
G.I. Industria Peru S.A.0  
Gallo Barrios Pickmann Sociedad Civil De  
Responsabilidad Limitada  
Galvezrissozegarra & Asoc  
Garrido E.I.R.L.  
Generavapor S.A.  
Gewalt Peru Sac  
Gmc Servicios Industriales S.A.C.  
Goalco Ingenieros S.A.C.  
Gobierno Regional Piura  
Gonzales De Valderrama Maria Magdalena  
Gordillo Jacinto Toribia  
Grados Dulanto Susana Hortencia  
Grafica Montenegro S.A.0  
Green Care Del Peru S.A.  
Grupo Hierro S.A.C.  
Grupo Shanoc S.A  
Grupo Tecnologico Del Peru S.A.  
Grupo Tranex S.A.C.  
Grupo Venture S.A.0  
Gs-Hydro Hong Kong Ltd  
Guadamos Garcia Luis Alberto  
Guerra Li¥An Fernando Cesar  
Gyakiva Business S.A.0  
Haarslev Industries S.A.C.  
Hamburg Sud  
**Hanjin Shipping Co, Ltd**  
Henry Alvarez Cano Eir  
Hidrandina S A  
Hidroquimica Industrial S.A  
Hidrostal S A  
High Power S.A.  
High Service International S A C  
Hnos. Panta Alvarez S.R.L  
Hora, Robas-Cassinelli & Gonzales-  
Mendez Abogados S.A.C.  
Host Y Turis El Parque Ii  
Hostal - Rest El Candelabro  
Hostal - Restaurant El Candelabro S.A.C.  
Hostal Los Flamencos Sac  
Hostal Rey EIRL

Hostales Y Turismo El Parque Ii Sociedad  
Anonima Cerrada  
Hotel Buenos Aires S.R.L.  
Hotel Chiribaya S.R.L.  
Hotel Nuevo Amanecer E.I.R.L.  
Hotel Playa Escondida S.A.0  
Huaman Arbulu Jose Julio  
Huanri Lopez Sergio  
Hydraulic & Hidrostatic Eirl  
I Mabri Films S.A.C.  
Iberoamericana De Plastic  
Iberoamericana De Plasticos S.A.C.  
Ibm Del Peru S.A.C.  
Iffo Rs Limited  
Imp De Rodamientos S.A.C.  
Imp Rios Mechan Diessel S  
Imp Sihi Chile Ltd Suc Per  
Imp Y Repres Orellana S R  
Import 360 S.A.C.  
Import Y Repres Orellana S R Ltda  
Importaciones Gelco Sac  
Importaciones Rios Mechan Diessel S  
Importadora Sihi Chile Ltda.Suc. Pe  
Indust Vetsi Intl S.A.  
Industrial Vetsi Internacional S.A.  
Industrias De Transformaciones Meta  
Industrias Zinke S. A.  
Infinito Consultores De Imagen Y Es  
Ingenier.Mecanico Metalurg & Consul  
Ingenieria, Fabricacion Y Montaje S  
Inmaculada Virgen De Guad  
Inmaculada Virgen De Guadalupe Sac  
Innovaquimica S.A.  
Insmersac  
Inspect Sery Peru S.A.C.  
Inspectorate Services Peru S.A.C.  
Inst Mec Y Repar Navales  
Instel Maco E.I.R.L.  
Inter Test Sery Peru S.A  
Inver Divino Cautivo Sac  
Inver Karina Eirl  
Inver Mares Peru S.A.C.  
Inver Pesqueras Don Max S  
Inver Pesqueras Snta Hilaria  
Inver Seval E.I.R.L.  
Inver Turist Marzuq Sac

Inver Turisticas Marzuq  
Inver Y Nego Don Julio E  
Inver Y Sery La Roca Ete  
Invers. Peru Platinum De Chimbote S  
Inversiones Flash Eirl  
Inversiones Karina Eirl  
Inversiones Mares Peru S.A.C.  
Inversiones May E.I.R.L.  
Inversiones Pesqueras Junior Sac  
Inversiones Pesqueras Mi Ketty Sac  
Inversiones Seval E.I.R.L.  
Inversiones Y Proveedor  
Inversiones Y Proveedores Amalia Sa  
Inversiones Y Serv.La Roca Eterna E  
Inversiones Y Servicios De Los Ande  
Inversiones Y Servicios Generales S  
Ione Finc'l Press Limited  
Irish Stock Exchange  
Isabel Herrera Abogados S. Civil De  
Isopetrol Lubricants Del Peru S.A.0  
Italmecan S.A.C.  
Itgh S.A.C.  
Ittsa  
J & M Refrigeracion E.I.R.L.  
J N Aceros S A  
Jacinto Panta Crescencio  
Jacinto Panta Cresencio  
Jacinto Panta Victorino  
Jahesa S.A.  
Jf Hillebrand Chile Ltda  
Jrb Consultores Sac  
Js Lab Support S.A.C.  
Julca Sanchez Reynaldo Trinidad  
Kalypzus Services S.A.0  
Kalypzus Trading Sac  
Kemars E.I.R.L.  
Kurmi Color S.A.C.  
L.A Electric E.I.R.L.  
La Llave S.A.  
Lamartrade Peru S.A.C.  
Laos De Lama Eduardo Jose Atilio  
Lasaponara Distr S.A.  
Lau Chung Carlos  
Level 3 Peru S.A.  
Limtek Servicios Integral  
Limtek Servicios Integrales S.A.

Linde Gas Peru S.A.  
Lomote Tamayo Isaac Cecilio  
Lopez Avalos Efrain Cirilo  
Lopez Avalos Efrain Cirilo  
Lopez Diaz Yicenia Carolina  
Lsm E.I.R.L.  
M & M Trading S.R.Ltda.  
M & N Sociedad Comercial De  
M Y G Transportes Y Servi  
Maclau Servicios Eirl  
Macrotecnica S.A.C.  
Maduerio Calizaya Teodoro Maximo  
Man Diesel & Turbo Peru S.A.C.  
Mang. Hidraul Y Agricolas E  
Mangueras Hidraulicas Y Agricolas E  
Mannucci Diesel Sac  
Mar De Guerra Del Peru  
Mar Nort Invers E.I.R.L.  
Mar Seguro Group Sac  
Marco Peruana S A  
Marco Peruana S A  
Mariluz Benites Percy Ceferino  
Marines Force S.A.C.  
Marnets S.A.C.  
Marnets Soc'd Anonima Cer  
Martin & Mauricci Consultores Emp.A  
Mc Trade S.A.C.  
Mediterranean Shipping Co  
Mediterranean Shipping Company S.A.  
Medrano Rosas Carmen Roci  
Mendez Silva Elva Carla  
Meneses Bermudez Ruth Elena  
Meneses Mostajo Lourdes Soledad  
Menzala Motors Sociedad Anonima Cer  
Meprotec S.A.C.  
Merino Diaz Evelyn Del Rosario  
Messer Gases Del Peru Sa  
Metalprotec S.A.C.  
Metalurgica Quimica Sac  
Metro E Ingenieria Lino Sac  
Meza Sagastegui Pablo  
Min De Transp Y Comu  
Ministerio De La Produccion  
Miranda Chaves Juan Jose Domingo  
Mitsui Osk Lines. Ltd  
Mondeo Trading S.A.C.

Monsante Eirl  
Montanez Munoz Reynaldo Miguel  
Montero Anton Basilides  
Montesinos Gomez Marino Primitivo  
Moran Murioz Ever Francisco  
Moreno Sandoval Fallon Janina  
Mostacero Fajardo Henry Milton  
Movitecnica S A  
Msiceres S.A.C.  
MuYOz Diaz Vicente  
Multiservicios Giomar S.R.L.  
Multiservicios Tav Eirl  
Mun Distr De Chancay  
Munayco Valdez, Luis Fernando  
Municipalidad Distrital D  
Municipalidad Distrital De Chancay  
Municipalidad Provincial De Sechura  
Municipalidad Provincial Del Santa  
Munoz Diaz Vicente  
Mys Fabr Y Montaj es Eirl  
Mys Fabric Y Montajes  
N & J Serger S.R.Ltda  
Nadia S.A.0  
Nautilus Service E.I.R.L.  
Navales S.A.C.  
Negociaciones Marinas Del Sur E.I.R  
Negocios Corp Suarez Sac  
Negocios Pesqueros Maxomar Eirl  
Negocios Xiomy & Chavely Eirl  
Nellagroup S.A.C.  
Neptunia  
Nesinper S.R.L.  
Nexo Lubricantes S.A.  
Norsac S.A.  
North Atlantic Eirl  
Oceanico Group Sea Eirl  
Oleaginosa Huacho S.A.C.  
Oleotanks Paita S.A.C.  
Olva Courier S.A.0  
Omnia Solution S.A.C.  
Org Negocios Generales Sa  
Oxi Venta Alquiler Y Sery  
OZ SG Investors, LLC  
P & Q Tecnica S.A.C.  
Pacifico S.A. Ent. Prestadora De Sa  
Paggi Eirl

Paitan S.A.C.  
Paitan Sac  
Paiva Martinez Eliseo  
Panta Ipanaque Venancio  
Panta Panta Eduardo  
Panta Panta Hector  
Panta Panta Leonardo  
Panta Panta Pablo Cesar  
Panta Periche Crescencio  
Panta Periche Froilan  
Pazo Reyes Silvestre  
Perla Adrianzen Basilides  
Perales & Asociados Abogados S.C.R.  
Perales & Asociados, Abogados Socie  
Perez Acasiete Viviana Aurelia  
Perez Trillo Katherine Da  
Perez Trillo Katherine Dassna  
Periche E.P. Celestino  
Periche Inga Jose Feliciano  
Peru Broker S A  
Pesq Mi Yahve Grp Eirl  
Pesquera Caral S.A.  
Pesquera Cent S.A.C.  
Pesquera Dar Sac  
Pesquera Diamante S.A.  
Pesquera Don Adolfo Eirl  
Pesquera Dona Carolina Sa  
Pesquera Doria Paula Eirl  
Pesquera Escar S.A.C.  
Pesquera Faipa Srl  
Pesquera Gregoria Eirl  
Pesquera Hayduk S.A.  
Pesquera Jesus Sobre Las Aguas Srl  
Pesquera Jose Isidro Sac  
Pesquera Kellymar S.R.L.  
Pesquera Llenmar E.I.R.L.  
Pesquera Mi Carmelita Srl  
Pesquera Mi Chalponcito Eirl  
Pesquera Mi Herminia Srl  
Pesquera Rosario Sa  
Pesquera Tambo Srl  
Pesquera Zemar Sac  
Petrol Del Peru Petroperu  
Petroleos Del Peru Petroperu Sa  
Pfc Ent Prestadora De Sa  
Pinter Peru S.A.C.

Pinturas International Peru S.A.C.  
Polimetales S.A.C.  
Port Logistics S.A.C.  
Potomac Enterprise S.A.C.  
Predictivo Total S.A.0  
Premium Choice Grp Ltd  
Prentice Segura Enrique  
Primelink  
**Procables S.A.**  
Productos Perforados Sac  
Profish Trading S.A.C.  
Promar Sac Brokers  
Prov St Teresita E.I.R.L.  
Provedora Comercial S.A.  
Proveduria Angela E.I.R.L.  
Proveduria Juan E.I.R.L.  
Proveduria Santa Teresita E.I.R.L.  
Pss Peru Sociedad Anonima Cerrada  
Quimica San Andres S.A.C.  
Quimicos Goicochea S.A.C.  
Quimtia S.A.  
Quipu Energia Y Telecom  
Quiroz Castañeda Robinson  
Quispe Cruz Laura Natividad  
R.A. Maquinarias S.A.0  
Ragen S.A.  
Ramirez Chavez Victor Raul  
Ramirez V.P. Luis  
Recubrimientos Marinos  
Recubrimientos Marinos S.A.0  
Redicat Sac  
Redimar S.A.C.  
Refractarios Peruanos S A  
Reinfha S.A.C.  
Renova S.A.C.  
Rentaequipos Leasing Peru S.A.  
Renting S A C  
Rep Dorita S.A.C.  
Rep Indust Generales Sa  
Rep Tyg Sac.  
Rep Westfalia Separato  
Repar Y Sery Navales Ch  
Reparac.Y Servic.Navales Chaval Srl  
Reparaciones Mijagui S.A.C.  
Reparaciones Navales E Ind.Wrpi Srl  
Representaciones Dorita S.A.C.

Representaciones T Y G S.A.C.  
Repsol Comercial Sac  
Restaurant Mi Estrella Sac  
Restaurant Y Servicios Jhire S.R.L.  
Rimac Peritos - Ingenieros S.R.L.  
Rimac Seguros Y Reaseguro  
Rimac Seguros Y Reaseguros  
Rivera Carnero Johnny  
Rivera Carnero Raul Martin  
Robinson Marine Electronics S.R.L.  
Rodimport S.R.L.  
Rodriguez Crisostomo Fern  
Rokasa Sac  
Romero Bartusiak Ninel  
Ronald Ortiz Amparo Cruz  
Rosales Zumaran David  
Ruesa Rectificaciones Sac  
S. G. Yiyos E.I.R.L.  
S.G Natclar S.A.0  
Salus Laboris S.A.C.  
San Fernando S.A.  
Sanchez Damian Carlos Santiago  
Sanchez Sipiran Noelia Te  
Saneamiento Ecol?Gico E.I.R.L.  
Santiva?Ez Abogados S.A.  
Santo Domingo Cont Gen  
Sapiensa Consultores Limitada  
Sedalib S.A.  
Sedisa S.A.C.  
Segemind Sac  
Sermurep E.I.R.L.  
Sery Gen Capricornio Srl  
Sery Gen P&J Ingenieros Sac  
Sery Indust De La Marina  
Sery Indust Navales  
Sery Prof De Buceo Y  
Sery Y Represent Gen Esla  
Sery Y Transp Olaechea  
Serv. Gen. Mi NiO? Del Milagro Aron  
Serv. Industriales Navales Reinaldo  
Serv. Y Represent. Generales Esla S  
Servicios Generales Business Consul  
Servicios Generales Dunyor Sac  
Servicios Generales P & J  
Servicios Generales Soltec S.R.L.  
Servicios Industriales De La Marina

Servicios Industriales Emily E.I.R.  
Servicios Miv E.I.R.L.  
Servicios Tecnicos Mecanicos Culqui  
Servicios Trujillo S.R.L  
Servicios Turisticos Marias S.R.L.  
Servicios Turisticos Takahuay Eirl  
Servicios Y Ventas Industriales S.R  
Servillantas San Juan S.R.Ltda  
Servitransortega E.I.R.L.  
Sew Eurodrive Del Peru  
Sgs Del Peru S.A.C.  
Sigelec S.A.C.  
Silva Tafur De Leon Donatila Ofelia  
Simons Abogados Soc'd  
Sistemas De Telecomunicaciones Eirl  
Skandiaverken America S.A.C.  
Soc'd Nac'l De Pesqueria  
Sociedad Nacional De Pesqueria  
Soluciones Termicas Y Acusticas E.I  
Sonimar Servicios E.I.R.L.  
Spectrum Consulting S.A.0  
Spider S.R.L.  
Sucesion Intestada Sumar  
Sumaj Traveling S.A.0  
Syb Ingenieros Sac Syb Sa  
Tacch E.I.R.L.  
Taxi A La Vista Srltda  
Taxi Crucero S.A.C.  
Taxi Ya Setar S.A.  
Tec De Separacion Sac  
Tec Integ De Pesaje Peru  
Tec Naval E Ind Ja & Dan  
Tecn Y Proyecto Peru Sac  
Tecnifaj as S.A.  
Tecnipesca Eirl  
Tecnologia Integral De Pesaje E.I.R  
Tecnologias De Separacion S.A.C.  
Tecnologica De Alimentos S.A.  
**Telefonica Del Peru Saa**  
**Telefonica Gestion De Servicios Com**  
Telsat Peru S.A.C.  
Temoche Amaya Manuel  
Temoche Eche Eusebio Calixto  
Temoche Eche Santos Leonardo  
Temoche Eche Santos Vicente  
Tencologica Alimentos S.A.

Term Portuario Paracas  
Terminal Portuario Paracas S.A.  
Termodinamica Sa  
The Best Option Eirl  
The Marine Ingred Org  
Top Metal Constr Sac  
Tp Consulting Peru Sa  
Trabajo Maritimo Celendin S.A.C.  
Tradi S A  
Transfar Supplies Comp Sa  
Transfar Supplies Computer S A  
Transp El Pino Sac  
Transp Rengifo Unidos Sr Ltd  
Transp Y Comerc Widachk  
Transp Y Maniobras Scrl  
Transp Y Sery Olachea  
Transp Y Serv. Gener.  
Transp Y Servicios M Y E  
Transp. Y Servic. Generales Joselit  
Transporte El Pino Sac.  
Transporte Esperanza Orpi Eirl  
Transporte Rengifo Unidos S.R.Ltda  
Transporte Y Gruas Chimbote S.R.L.  
Transporte Y Turismo Latino S.A.C.  
Transportes Esperanza Orpi E.I.R.L.  
Transportes Jesus Delgado  
Transportes Jk S.A.C.  
Transportes L.D.A. Gonzales S.A.C.  
Transportes Via Sac  
Transportes Y Servicios 0  
Trio S.A.  
Triton Trading S.A  
Truly Peru S.A.C.  
Ts Net S.A.  
Turismo Express Del Norte S.A.C.  
Umi Jidosha S.R.L.  
**Unilever Andina Peru S.A.**  
V & F Servicios Generales Sac  
V&F Sery Gen S.A.C.  
Valdivia Sanchez Rosario Luzgarda  
Vaneco E.I.R.Ltda.  
Vaportec S.A.C.  
Vargas De Palma Maria Del Socorro  
Vargas Medina Juan Albert  
Vargas Medina Juan Alberto  
Veg Inversions S.R.L.

Velebit Group S.A.C.  
Vend S.A.C.  
Villatty Chavez Luis Albe  
Villatty Chavez Luis Alberto  
Vision It E.I.R.L.  
Vite Group Eirl  
Vite Zeta Merardo  
Vulco Peru S.A.  
**Wolters Kluwer Financial Services,**  
World Integ Logistic Sac  
World Integral Logistic S.A.C.  
World Survey Services Peru S.A.C.  
Yahve Yihre S.R.L.  
Yancari Castro Lizzet Paola  
Zambrano Falcon De Perez  
Zambrano Falcon De Perez Juana  
Zeta Gas Andino S.A.  
Zurfel E.I.R.L.  
Zurfel Eirl

**1(k) Bankruptcy Court Judges**

Chief Judge Cecelia G. Morris  
Judge Stuart M. Bernstein  
Judge Shelley C. Chapman  
Judge Robert D. Drain  
Judge James L. Garrity  
Judge Martin Glenn  
Judge Robert E. Grossman  
Judge Sean H. Lane  
Judge Mary Kay Vyskocil  
Judge Michael E. Wiles

**1(1) United States Trustee Office**

William K. Harrington  
Linda Riffkin  
Alicia Leonh  
Lisa Penpraze  
Joseph Allen  
Christine Black  
Kathleen Schmitt  
Guy A. Van Baalen  
Victor Abriano  
Susan Arbeit  
Amanda Cassara  
Maria Catapano  
Danny A. Choy  
Myrna R. Fields



Susan Golden  
Nadkarni Joseph  
Brian S. Masumoto  
Ercilia A. Mendoza  
Mary V. Moroney  
Richard C. Morrissey  
Serene Nakano  
Cheuk M. Ng  
Ilusion Rodriguez  
Andrea B. Schwartz  
Paul K. Schwartzberg  
Shannon Scott  
Andy Velez-Rivera  
Greg M. Zipes

**1(m) Clerk**  
Vito Genna